

**CPI for All Urban Consumers (CPI-U)**  
**Original Data Value**

**Series Id:** CUUR0000SEHG02

**Not Seasonally Adjusted**

**Series Title:** Garbage and trash collection in U.S. city average, all

**Area:** U.S. city average

**Item:** Garbage and trash collection

**Base Period:** DECEMBER 1983=100

**Years:** 2011 to 2021

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	HALF1	HALF2
2011	389.727	391.854	391.855	392.754	395.477	395.329	395.723	396.605	397.028	397.106	398.910	398.720		
2012	398.880	400.381	401.692	400.913	401.067	402.793	406.243	406.823	407.594	409.495	410.155	410.416		
2013	411.126	411.805	412.305	413.675	414.511	414.802	416.505	417.760	418.357	419.687	421.427	422.237		
2014	422.440	422.483	423.413	425.393	425.242	425.930	426.562	426.771	427.327	427.995	427.808	428.187		
2015	427.734	429.248	429.235	429.807	431.234	430.813	431.229	432.967	433.843	434.829	436.428	436.996		
2016	437.205	438.296	437.699	437.676	438.317	437.858	438.607	439.358	439.707	440.311	443.343	444.745		
2017	446.266	447.699	446.987	447.129	447.272	448.046	448.328	448.717	449.008	452.196	453.820	453.596		
2018	453.354	454.915	455.230	458.722	462.887	465.041	465.579	470.457	471.026	472.535	486.650	485.935	458.358	475.364
2019	475.687	477.474	478.569	479.449	480.865	480.984	482.138	483.987	484.346	486.133	486.485	486.708	478.838	484.966
2020	491.003	494.429	495.288	494.432	494.946	496.679	498.564	500.882	501.756	503.315	504.970	508.190	494.463	502.946
2021	512.722	517.270												



Amendment No. 2  
to  
Contract No. NA200000117  
for  
Residential Dumpster Collection Service  
between  
Texas Disposal Systems, Inc.  
and the  
City of Austin

1.0 The City hereby accepts a 6.4% increase to all line items in the bid sheet. Revised pricing is attached and is effective May 1, 2021.

2.0 The total contract amount is unchanged and is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 4/27/2020 – 4/26/2023	\$1,260,000.00	\$1,260,000.00
Amendment No. 1: Scope Clarification 7/1/2020	\$0.00	\$1,260,000.00
Amendment No. 2: Pricing effective 05/1/2021	\$0.00	\$1,260,000.00

3.0 MBE/WBE goals were not established for this contract.

4.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

**TEXAS DISPOSAL SYSTEMS, INC.**

Signature

Printed Name of Authorized Person

Title

Date

**CITY OF AUSTIN**

Sandy  
Wirtanen

Digitally signed by Sandy  
Wirtanen  
Date: 2021.06.02 13:47:06  
+05'00'

Signature

Sandy Wirtanen

Printed Name of Authorized Person

Procurement Specialist IV

Title

Date

CITY OF AUSTIN  
SECTION 0600 - BID SHEET  
RESIDENTIAL DUMPSTER COLLECTION SERVICES  
SOLICITATION NUMBER: IFB 1500 SLW1028

Special Instructions: A bid of '0' (zero) will be interpreted by the City as a no-charge (free) item and the City will not expect to pay for that item. A bid of 'no bid' will be interpreted by the City that the responder does not wish to bid on that item. The City reserves the right to increase or decrease the number, size, location and frequency of collections and containers needed for this contract.

The quantities, size of containers, and frequency of collections are subject to change and are not a guarantee of actual services. The City does not guarantee quantities listed. Quantities are provided as a guide to historical usage and future projected needs. Actual purchases may vary. Failure to respond to each section of this bid sheet may result in disqualification of your bid.

Prices shall be all inclusive (including but not limited to delivery, removal, maintenance, swaps, and relocation).

The City will not pay any fees that are not included on the Contractor's bid sheet or added and agreed upon by the City in writing via approved amendment.

**REGULAR COLLECTION RATES**

These services could include refuse and/or recycling. Bidder must guarantee to hold prices firm for each 12 month period and any revision may only be adjusted using the Economic Price Adjustment - Specified Parts and/or Services provision in Section 0400.

LINE ITEM	DESCRIPTION	PICKUP FREQUENCY	COST PER CONTAINER PER MONTH	ESTIMATED QUANTITY	UNIT	TOTAL COST PER MONTH	ANNUAL PRICE
1.1	Furnish and Service 4 Yard Containers	2 x per week	\$ 108.53	12	EA	\$ 1,302.36	\$ 15,628.32
1.2	Furnish and Service 4 Yard Containers	3 x per week	\$ 155.35	5	EA	\$ 776.75	\$ 9,321.00
1.3	Furnish and Service 4 Yard Containers	4 x per week	\$ 194.72	5	EA	\$ 973.60	\$ 11,683.20
1.4	Furnish and Service 4 Yard Containers	5 x per week	\$ 240.48	5	EA	\$ 1,202.40	\$ 14,428.80
1.5	Furnish and Service 6 Yard Containers	2 x per week	\$ 115.98	42	EA	\$ 4,871.16	\$ 58,453.92
1.6	Furnish and Service 6 Yard Containers	3 x per week	\$ 161.74	5	EA	\$ 808.70	\$ 9,704.40
1.7	Furnish and Service 6 Yard Containers	4 x per week	\$ 181.95	5	EA	\$ 909.75	\$ 10,917.00
1.8	Furnish and Service 6 Yard Containers	5 x per week	\$ 203.23	5	EA	\$ 1,016.15	\$ 12,193.80
1.9	Furnish and Service 8 Yard Containers	2 x per week	\$ 118.11	42	EA	\$ 4,960.62	\$ 59,527.44
1.10	Furnish and Service 8 Yard Containers	3 x per week	\$ 163.86	11	EA	\$ 1,802.46	\$ 21,629.52
1.11	Furnish and Service 8 Yard Containers	4 x per week	\$ 208.55	5	EA	\$ 1,042.75	\$ 12,513.00
1.12	Furnish and Service 8 Yard Containers	5 x per week	\$ 253.24	5	EA	\$ 1,266.20	\$ 15,194.40
<b>TOTAL EXTENDED PRICE (ITEMS 1.1-1.12)</b>							<b>\$ 281,194.80</b>

2	SPECIAL LOCATION OR SINGLE CONTAINER COLLECTION SERVICES To be collected within 24 hours. Additional day collection, any or all locations.				
LINE ITEM	DESCRIPTION	ESTIMATED ANNUAL QUANTITY	UNIT	UNIT PRICE	ANNUAL PRICE
2.1	Service 4 Yard Container on Normal Working Day	6	EA	\$ 90.44	\$ 542.64
2.2	Service 6 Yard Container on Normal Working Day	6	EA	\$ 101.08	\$ 606.48
2.3	Service 8 Yard Container on Normal Working Day	6	EA	\$ 111.73	\$ 670.38
2.4	Service 4 Yard Container on Weekend or Holiday	3	EA	\$ 323.47	\$ 970.41
2.5	Service 6 Yard Container on Weekend or Holiday	3	EA	\$ 327.73	\$ 983.19
2.6	Service 8 Yard Container on Weekend or Holiday	3	EA	\$ 331.98	\$ 995.94
TOTAL EXTENDED PRICE (ITEMS 2.1-2.6):					\$ 4,769.04
3	BULK ITEM COLLECTIONS AND AREA CLEAN-UP SERVICES				
LINE ITEM	DESCRIPTION	ESTIMATED ANNUAL FREQUENCY	UNIT	UNIT PRICE	ANNUAL PRICE
3.1	Routine Bulk Item Collection and Area Clean Up (All Locations, Bi-Weekly)	26	EA	\$ 2,750.57	\$ 71,514.82
3.2	On-call Non-Routine Bulk Item Collection and Area Clean Up (Single Location)	24	EA	\$ 473.50	\$ 11,364.00
3.3	Additional Routine Bulk Item Collection and Area Clean Up (Per Location, Semi-Annually)	2	EA	\$ 473.50	\$ 947.00
TOTAL EXTENDED PRICE (ITEMS 3.1-3.3):					\$ 83,825.82
4	ADDITIONAL DUMPSTERS FOR SPRING CLEANING OR SPECIAL COLLECTIONS				
LINE ITEM	DESCRIPTION	ESTIMATED ANNUAL FREQUENCY	UNIT	UNIT PRICE	ANNUAL PRICE
4.1	Furnish and Service 40 Yard Containers	12	EA	\$ 757.60	\$ 9,091.20
TOTAL EXTENDED PRICE FOR ALL ITEMS (1.1-4.1):					\$ 348,880.86

COMPANY NAME Texas Disposal Systems, Inc.  
 EMAIL ADDRESS squimby@texasdisposal.com





Amendment No. 1 to  
Contract No. 1500 NA200000117  
for  
Residential Dumpster Collection Service  
between  
Texas Disposal Systems, Inc.  
and the  
City of Austin

1.0 Scope of Work Section 3.1.2.A. is deleted in its entirety and replaced as follows:

The Contractor shall provide bulk item pickup on the schedule approved in writing by the City, at a minimum of twice monthly. The City reserves the right to increase/decrease bulk item pickups for all locations or a specific location. Bulk items include but not limited to:

1. Doors;
2. Carpet;
3. Furniture;
4. Appliances;
5. Passenger car tires;
6. Railroad ties;
7. Pallets;
8. Rolled fencing;
9. Lumber.

2.0 The total contract authority shall remain the same. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Basic Term: 4/27/2020–4/26/2023	\$1,260,000.00	\$1,260,000.00
Amendment No. 1: Scope Clarification 7/1/2020	\$0	\$1,260,000.00

3.0 MBE/WBE goals do not apply to this contract.

4.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made part of the above-referenced contract.

**Texas Disposal Systems, Inc.**

  
Signature

Stephanie Quimby  
Printed Name of Authorized Person

Governmental Account Representative  
Title

7/10/2020  
Date

**City of Austin**

  
Signature

Sandy Wirtanen  
Printed Name of Authorized Person

Procurement Specialist IV  
Title

7/14/2020  
Date



# City of Austin

## Purchasing Office

P.O. Box 1088, Austin, TX 78767

April 27, 2020

Texas Disposal Systems, Inc.  
Stefanie Quimby  
Governmental Account Representative  
12200 Carl Road  
Creedmoor, TX 78610

Dear Stefanie:

The Austin City Council approved the execution of a contract with your company for residential dumpster service in accordance with the referenced solicitation.

Responsible Department:	Austin Resource Recovery
Department Contact Person:	Ron Romero
Department Contact Email Address:	<a href="mailto:Ron.romero@austintexas.gov">Ron.romero@austintexas.gov</a>
Department Contact Telephone:	512-974-4353
Project Name:	Residential Dumpster Collection Service
Contractor Name:	Texas Disposal Systems, Inc.
Contract Number:	MA 1500 NA200000117
Contract Period:	4/27/2020 – 4/26/2023
Dollar Amount	\$1,260,000
Extension Options:	Two 12-month options at \$420,000/option
Requisition Number:	RQM 1500 19071000642
Solicitation Type & Number:	IFB 1500 SLW1028
Agenda Item Number:	17
Council Approval Date:	4/9/2020

Thank you for your interest in doing business with the City of Austin. If you have any questions regarding this contract, please contact the person referenced under Department Contact Person.

Sincerely,

Sandy Wirtanen  
Procurement Specialist IV  
City of Austin  
Purchasing Office



## MEMORANDUM

**TO:** Adam Gregory, Texas Disposal Systems, Inc.

**FROM:** Sandy Wirtanen, Procurement Specialist IV

**DATE:** May 28, 2020

**SUBJECT:** Clarification – Contract MA 1500 NA200000117 for Residential Dumpster Collection Service

Contract MA 1500 NA200000117 for Residential Dumpster Collection Service was approved by Council as Item 17 on April 9, 2020. Texas Disposal Systems, Inc. submitted a bid including disposal of material collected performing these services at the TDSL Landfill, located at 3016 FM 1327, Creedmoor, TX 78610. The City has determined that the use of this landfill will be acceptable throughout the contract term, including any extension options and holdover periods, provided that the TDSL Landfill continues to comply with all applicable state, local and federal laws.

cc: Ken Snipes, Director, Austin Resource Recovery  
Matthew Duree, Procurement Manager, Purchasing Department  
Shawn Willet, Deputy Procurement Officer, Purchasing Department



**CITY OF AUSTIN, TEXAS**  
**Purchasing Office**  
**INVITATION FOR BID (IFB)**  
**OFFER AND ACCEPTANCE SHEET**

**SOLICITATION NO:** IFB 1500 SLW1028

**DATE ISSUED:** September 16, 2019

**REQUISITION NO.:** RQM 1500 19071000642

**COMMODITY CODE:** 96270

**FOR CONTRACTUAL AND TECHNICAL  
ISSUES CONTACT THE FOLLOWING  
AUTHORIZED CONTACT PERSON:**

Sandy Wirtanen  
Procurement Specialist IV

**Phone:** (512) 974-7711

**E-Mail:** sandy.wirtanen@austintexas.gov

**COMMODITY/SERVICE DESCRIPTION:** Residential Dumpster  
Collection Services

**PRE-BID CONFERENCE TIME AND DATE:** September 30, 2019 at  
1:30 PM

**LOCATION:** 124 W. 8<sup>th</sup> Street, Austin, TX 78701, 3<sup>rd</sup> Floor Small  
Conference Room

**BID DUE PRIOR TO:** October 8, 2019 at 2 PM

**BID OPENING TIME AND DATE:** October 8, 2019 at 3 PM

**LOCATION:** MUNICIPAL BUILDING, 124 W 8<sup>th</sup> STREET  
RM 308, AUSTIN, TEXAS 78701

**LIVE BID OPENING ONLINE:**

For information on how to attend the Bid Opening online, please select  
this link:

<http://www.austintexas.gov/department/bid-opening-webinars>

**When submitting a sealed Offer and/or Compliance Plan, use the proper address for the type of service desired,  
as shown below:**

Address for US Mail (Only)	Address for FedEx, UPS, Hand Delivery or Courier Service
City of Austin	City of Austin, Municipal Building
Purchasing Office-Response Enclosed for Solicitation # IFB 1500 SLW1028	Purchasing Office-Response Enclosed for Solicitation # IFB 1500 SLW1028
P.O. Box 1088	124 W 8 <sup>th</sup> Street, Rm 308
Austin, Texas 78767-8845	Austin, Texas 78701
	Reception Phone: (512) 974-2500

**NOTE: Offers must be received and time stamped in the Purchasing Office prior to the Due Date and Time. It is the responsibility of the Offeror to ensure that their Offer arrives at the receptionist's desk in the Purchasing Office prior to the time and date indicated. Arrival at the City's mailroom, mail terminal, or post office box will not constitute the Offer arriving on time. See Section 0200 for additional solicitation instructions.**

**All Offers (including Compliance Plans) that are not submitted in a sealed envelope or container will not be considered.**

The Vendor agrees, if this Offer is accepted within 120 calendar days after the Due Date, to fully comply in strict accordance with the Solicitation, specifications and provisions attached thereto for the amounts shown on the accompanying Offer.

**SUBMIT 1 ORIGINAL AND 1 ELECTRONIC COPY (USB FLASH DRIVE) OF YOUR RESPONSE**



**\*\*\*SIGNATURE FOR SUBMITTAL REQUIRED ON PAGE 3 OF THIS DOCUMENT\*\*\***

This solicitation is comprised of the following required sections. Please ensure to carefully read each section including those incorporated by reference. By signing this document, you are agreeing to all the items contained herein and will be bound to all terms.

SECTION NO.	TITLE	PAGES
0100	STANDARD PURCHASE DEFINITIONS	*
0200 V2	STANDARD SOLICITATION INSTRUCTIONS, UPDATED JUNE 26, 2018	*
0300	STANDARD PURCHASE TERMS AND CONDITIONS	14
0400	SUPPLEMENTAL PURCHASE PROVISIONS	5
0500	SPECIFICATION	10
0600	BID SHEET – Must be completed and returned with Offer	2
0605	LOCAL BUSINESS PRESENCE IDENTIFICATION FORM – Complete & return	2
0700	REFERENCE SHEET – Complete and return if required	2
0800	NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION–Complete and return	2
0805	NON-SUSPENSION OR DEBARMENT CERTIFICATION	*
0810 V2	NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING CERTIFICATION, UPDATED JUNE 26, 2018	*
0835	NONRESIDENT BIDDER PROVISIONS – Complete & return	1
0900	SUBCONTRACTING/SUB-CONSULTING UTILIZATION FORM – Complete & return	1
0905	SUBCONTRACTING/SUB-CONSULTING UTILIZATION PLAN – Complete and return if applicable	3

**\* Documents are hereby incorporated into this Solicitation by reference, with the same force and effect as if they were incorporated in full text. The full text versions of the \* Sections are available on the Internet at the following online address:**

[http://www.austintexas.gov/financeonline/vendor\\_connection/index.cfm#STANDARDBIDDOCUMENTS](http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS)

**If you do not have access to the Internet, you may obtain a copy of these Sections from the City of Austin Purchasing Office located in the Municipal Building, 124 West 8<sup>th</sup> Street, Room #308 Austin, Texas 78701; phone (512) 974-2500. Please have the Solicitation number available so that the staff can select the proper documents. These documents can be mailed, expressed mailed, or faxed to you.**

The undersigned, by his/her signature, represents that he/she is submitting a binding offer and is authorized to bind the respondent to fully comply with the solicitation document contained herein. The Respondent, by submitting and signing below, acknowledges that he/she has received and read the entire document packet sections defined above including all revisions, addenda and documents incorporated by reference, and agrees to be bound by the terms therein.

Company Name: Texas Disposal Systems, Inc.

Company Address: 12200 Carl Road

City, State, Zip: Creedmoor, TX 78610

Vendor Registration No. 75-1579711

Printed Name of Officer or Authorized Representative: Stefanie Quimby

Title: Governmental Account Representative

Signature of Officer or Authorized Representative: 

Date: 10-22-19

Email Address: squimby@texasdisposal.com

Phone Number: 512-422-9980

(\* Completed Bid Sheet, section 0600 must be submitted with this signed Offer Sheet above to be considered for award)

**ACCEPTANCE:**

The Offer is hereby accepted. The Contractor is now bound to sell the materials or services specified in the Contract. This Contract shall be referred to as Contract No. MA 1500 NA200000117.

**CITY OF AUSTIN**

Awarded this 27th day of April, 2020

**Sandy Wirtanen**

Digitally signed by Sandy Wirtanen  
DN: cn=Sandy Wirtanen, o=City of Austin,  
ou=Purchasing Office,  
email=sandy.wirtanen@austintexas.gov, c=US  
Date: 2020.04.27 13:20:07 -0400

Signature

Sandy Wirtanen - Procurement Specialist IV

Printed Name and Title of Authorized Person

4/27/2020

Date

**CITY OF AUSTIN  
PURCHASING OFFICE  
STANDARD PURCHASE TERMS AND CONDITIONS**

By submitting an Offer in response to the Solicitation, the Contractor agrees that the Contract shall be governed by the following terms and conditions. Unless otherwise specified in the Contract, Sections 3, 4, 5, 6, 7, 8, 20, 21, and 36 shall apply only to a Solicitation to purchase Goods, and Sections 9, 10, 11 and 22 shall apply only to a Solicitation to purchase Services to be performed principally at the City's premises or on public rights-of-way.

1. **CONTRACTOR'S OBLIGATIONS**. The Contractor shall fully and timely provide all Deliverables described in the Solicitation and in the Contractor's Offer in strict accordance with the terms, covenants, and conditions of the Contract and all applicable Federal, State, and local laws, rules, and regulations.
2. **EFFECTIVE DATE/TERM**. Unless otherwise specified in the Solicitation, this Contract shall be effective as of the date the contract is signed by the City, and shall continue in effect until all obligations are performed in accordance with the Contract.
3. **CONTRACTOR TO PACKAGE DELIVERABLES**: The Contractor will package Deliverables in accordance with good commercial practice and shall include a packing list showing the description of each item, the quantity and unit price. Unless otherwise provided in the Specifications or Supplemental Terms and Conditions, each shipping container shall be clearly and permanently marked as follows: (a) The Contractor's name and address, (b) the City's name, address and purchase order or purchase release number and the price agreement number if applicable, (c) Container number and total number of containers, e.g. box 1 of 4 boxes, and (d) the number of the container bearing the packing list. The Contractor shall bear cost of packaging. Deliverables shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. The City's count or weight shall be final and conclusive on shipments not accompanied by packing lists.
4. **SHIPMENT UNDER RESERVATION PROHIBITED**: The Contractor is not authorized to ship the Deliverables under reservation and no tender of a bill of lading will operate as a tender of Deliverables.
5. **TITLE & RISK OF LOSS**: Title to and risk of loss of the Deliverables shall pass to the City only when the City actually receives and accepts the Deliverables.
6. **DELIVERY TERMS AND TRANSPORTATION CHARGES**: Deliverables shall be shipped F.O.B. point of delivery unless otherwise specified in the Supplemental Terms and Conditions. Unless otherwise stated in the Offer, the Contractor's price shall be deemed to include all delivery and transportation charges. The City shall have the right to designate what method of transportation shall be used to ship the Deliverables. The place of delivery shall be that set forth in the block of the purchase order or purchase release entitled "Receiving Agency".
7. **RIGHT OF INSPECTION AND REJECTION**: The City expressly reserves all rights under law, including, but not limited to the Uniform Commercial Code, to inspect the Deliverables at delivery before accepting them, and to reject defective or non-conforming Deliverables. If the City has the right to inspect the Contractor's, or the Contractor's Subcontractor's, facilities, or the Deliverables at the Contractor's, or the Contractor's Subcontractor's, premises, the Contractor shall furnish, or cause to be furnished, without additional charge, all reasonable facilities and assistance to the City to facilitate such inspection.
8. **NO REPLACEMENT OF DEFECTIVE TENDER**: Every tender or delivery of Deliverables must fully comply with all provisions of the Contract as to time of delivery, quality, and quantity. Any non-complying tender shall constitute a breach and the Contractor shall not have the right to substitute a conforming tender; provided, where the time for performance has not yet expired, the Contractor may notify the City of the intention to cure and may then make a conforming tender within the time allotted in the contract.
9. **PLACE AND CONDITION OF WORK**: The City shall provide the Contractor access to the sites where the Contractor is to perform the services as required in order for the Contractor to perform the services in a timely and efficient manner, in accordance with and subject to the applicable security laws, rules, and regulations. The Contractor acknowledges that it has satisfied itself as to the nature of the City's service requirements and specifications, the location and essential characteristics of the work sites, the quality and quantity of materials, equipment, labor and facilities necessary to perform the services, and any other condition or state of fact which could in any way affect performance of the Contractor's obligations under the contract. The Contractor hereby releases and holds the City

**CITY OF AUSTIN  
PURCHASING OFFICE  
STANDARD PURCHASE TERMS AND CONDITIONS**

harmless from and against any liability or claim for damages of any kind or nature if the actual site or service conditions differ from expected conditions.

**10. WORKFORCE**

- A. The Contractor shall employ only orderly and competent workers, skilled in the performance of the services which they will perform under the Contract.
- B. The Contractor, its employees, subcontractors, and subcontractor's employees may not while engaged in participating or responding to a solicitation or while in the course and scope of delivering goods or services under a City of Austin contract or on the City's property .
  - i. use or possess a firearm, including a concealed handgun that is licensed under state law, except as required by the terms of the contract; or
  - ii. use or possess alcoholic or other intoxicating beverages, illegal drugs or controlled substances, nor may such workers be intoxicated, or under the influence of alcohol or drugs, on the job.
- C. If the City or the City's representative notifies the Contractor that any worker is incompetent, disorderly or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms, or has possessed or was under the influence of alcohol or drugs on the job, the Contractor shall immediately remove such worker from Contract services, and may not employ such worker again on Contract services without the City's prior written consent.

- 11. COMPLIANCE WITH HEALTH, SAFETY, AND ENVIRONMENTAL REGULATIONS:** The Contractor, its Subcontractors, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety, and environmental laws, ordinances, rules and regulations in the performance of the services, including but not limited to those promulgated by the City and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirement shall govern. The Contractor shall indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines, penalties and liability of every kind arising from the breach of the Contractor's obligations under this paragraph.

**12. INVOICES:**

- A. The Contractor shall submit separate invoices in duplicate on each purchase order or purchase release after each delivery. If partial shipments or deliveries are authorized by the City, a separate invoice must be sent for each shipment or delivery made.
- B. **Proper Invoices must include a unique invoice number, the purchase order or delivery order number and the master agreement number if applicable, the Department's Name, and the name of the point of contact for the Department.** Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading and the freight waybill, when applicable, shall be attached to the invoice. The Contractor's name and, if applicable, the tax identification number on the invoice must exactly match the information in the Vendor's registration with the City. Unless otherwise instructed in writing, the City may rely on the remittance address specified on the Contractor's invoice.
- C. Invoices for labor shall include a copy of all time-sheets with trade labor rate and Deliverables order number clearly identified. Invoices shall also include a tabulation of work-hours at the appropriate rates and grouped by work order number. Time billed for labor shall be limited to hours actually worked at the work site.
- D. Unless otherwise expressly authorized in the Contract, the Contractor shall pass through all Subcontract and other authorized expenses at actual cost without markup.
- E. Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount. The City will furnish a tax exemption certificate upon request.



**CITY OF AUSTIN  
PURCHASING OFFICE  
STANDARD PURCHASE TERMS AND CONDITIONS**

13. **PAYMENT:**

- A. All proper invoices received by the City will be paid within thirty (30) calendar days of the City's receipt of the Deliverables or of the invoice, whichever is later.
- B. **If payment is not timely made, (per paragraph A), interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.**
- C. If partial shipments or deliveries are authorized by the City, the Contractor will be paid for the partial shipment or delivery, as stated above, provided that the invoice matches the shipment or delivery.
- D. The City may withhold or set off the entire payment or part of any payment otherwise due the Contractor to such extent as may be necessary on account of:
  - i. delivery of defective or non-conforming Deliverables by the Contractor;
  - ii. third party claims, which are not covered by the insurance which the Contractor is required to provide, are filed or reasonable evidence indicating probable filing of such claims;
  - iii. failure of the Contractor to pay Subcontractors, or for labor, materials or equipment;
  - iv. damage to the property of the City or the City's agents, employees or contractors, which is not covered by insurance required to be provided by the Contractor;
  - v. reasonable evidence that the Contractor's obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
  - vi. failure of the Contractor to submit proper invoices with all required attachments and supporting documentation; or
  - vii. failure of the Contractor to comply with any material provision of the Contract Documents.
- E. Notice is hereby given of Article VIII, Section 1 of the Austin City Charter which prohibits the payment of any money to any person, firm or corporation who is in arrears to the City for taxes, and of §2-8-3 of the Austin City Code concerning the right of the City to offset indebtedness owed the City.
- F. Payment will be made by check unless the parties mutually agree to payment by credit card or electronic transfer of funds. The Contractor agrees that there shall be no additional charges, surcharges, or penalties to the City for payments made by credit card or electronic funds transfer.
- G. The awarding or continuation of this contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds Appropriated and available for this contract. The absence of Appropriated or other lawfully available funds shall render the Contract null and void to the extent funds are not Appropriated or available and any Deliverables delivered but unpaid shall be returned to the Contractor. The City shall provide the Contractor written notice of the failure of the City to make an adequate Appropriation for any fiscal year to pay the amounts due under the Contract, or the reduction of any Appropriation to an amount insufficient to permit the City to pay its obligations under the Contract. In the event of non or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the City.

14. **TRAVEL EXPENSES:** All travel, lodging and per diem expenses in connection with the Contract for which reimbursement may be claimed by the Contractor under the terms of the Solicitation will be reviewed against the City's Travel Policy as published and maintained by the City's Controller's Office and the Current United States General Services Administration Domestic Per Diem Rates (the "Rates") as published and maintained on the Internet at:

<http://www.gsa.gov/portal/category/21287>

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No amounts in excess of the Travel Policy or Rates shall be paid. All invoices must be accompanied by copies of detailed itemized receipts (e.g. hotel bills, airline tickets). No reimbursement will be made for expenses not actually incurred. Airline fares in excess of coach or economy will not be reimbursed. Mileage charges may not exceed the amount permitted as a deduction in any year under the Internal Revenue Code or Regulations.

**15. FINAL PAYMENT AND CLOSE-OUT:**

- A. If an MBE/WBE Program Compliance Plan is required by the Solicitation, and the Contractor has identified Subcontractors, the Contractor is required to submit a Contract Close-Out MBE/WBE Compliance Report to the Project manager or Contract manager no later than the 15th calendar day after completion of all work under the contract. Final payment, retainage, or both may be withheld if the Contractor is not in compliance with the requirements of the Compliance Plan as accepted by the City.
- B. The making and acceptance of final payment will constitute:
  - i. a waiver of all claims by the City against the Contractor, except claims (1) which have been previously asserted in writing and not yet settled, (2) arising from defective work appearing after final inspection, (3) arising from failure of the Contractor to comply with the Contract or the terms of any warranty specified herein, (4) arising from the Contractor's continuing obligations under the Contract, including but not limited to indemnity and warranty obligations, or (5) arising under the City's right to audit; and
  - ii. a waiver of all claims by the Contractor against the City other than those previously asserted in writing and not yet settled.

**16. SPECIAL TOOLS & TEST EQUIPMENT:** If the price stated on the Offer includes the cost of any special tooling or special test equipment fabricated or required by the Contractor for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the City and shall be identified by the Contractor as such.

**17. AUDITS and RECORDS:**

- A. The Contractor agrees that the representatives of the Office of the City Auditor or other authorized representatives of the City shall have access to, and the right to audit, examine, or reproduce, any and all records of the Contractor related to the performance under this Contract. The Contractor shall retain all such records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer. The Contractor agrees to refund to the City any overpayments disclosed by any such audit.
- B. Records Retention:
  - i. Contractor is subject to City Code chapter 2-11 (Records Management), and as it may subsequently be amended. For purposes of this subsection, a Record means all books, accounts, reports, files, and other data recorded or created by a Contractor in fulfillment of the Contract whether in digital or physical format, except a record specifically relating to the Contractor's internal administration.
  - ii. All Records are the property of the City. The Contractor may not dispose of or destroy a Record without City authorization and shall deliver the Records, in all requested formats and media, along with all finding aids and metadata, to the City at no cost when requested by the City
  - iii. The Contractor shall retain all Records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer.
- C. The Contractor shall include sections A and B above in all subcontractor agreements entered into in connection with this Contract.

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**18. SUBCONTRACTORS:**

- A. If the Contractor identified Subcontractors in an MBE/WBE Program Compliance Plan or a No Goals Utilization Plan the Contractor shall comply with the provisions of Chapters 2-9A, 2-9B, 2-9C, and 2-9D, as applicable, of the Austin City Code and the terms of the Compliance Plan or Utilization Plan as approved by the City (the "Plan"). The Contractor shall not initially employ any Subcontractor except as provided in the Contractor's Plan. The Contractor shall not substitute any Subcontractor identified in the Plan, unless the substitute has been accepted by the City in writing in accordance with the provisions of Chapters 2-9A, 2-9B, 2-9C and 2-9D, as applicable. No acceptance by the City of any Subcontractor shall constitute a waiver of any rights or remedies of the City with respect to defective Deliverables provided by a Subcontractor. If a Plan has been approved, the Contractor is additionally required to submit a monthly Subcontract Awards and Expenditures Report to the Contract Manager and the Purchasing Office Contract Compliance Manager no later than the tenth calendar day of each month.
- B. Work performed for the Contractor by a Subcontractor shall be pursuant to a written contract between the Contractor and Subcontractor. The terms of the subcontract may not conflict with the terms of the Contract, and shall contain provisions that:
  - i. require that all Deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Contract;
  - ii. prohibit the Subcontractor from further subcontracting any portion of the Contract without the prior written consent of the City and the Contractor. The City may require, as a condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the City;
  - iii. require Subcontractors to submit all invoices and applications for payments, including any claims for additional payments, damages or otherwise, to the Contractor in sufficient time to enable the Contractor to include same with its invoice or application for payment to the City in accordance with the terms of the Contract;
  - iv. require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for the Contractor, with the City being a named insured as its interest shall appear; and
  - v. require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City.
- C. The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractor's own acts and omissions. Nothing in the Contract shall create for the benefit of any such Subcontractor any contractual relationship between the City and any such Subcontractor, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such Subcontractor except as may otherwise be required by law.
- D. The Contractor shall pay each Subcontractor its appropriate share of payments made to the Contractor not later than ten (10) calendar days after receipt of payment from the City.

**19. WARRANTY-PRICE:**

- A. The Contractor warrants the prices quoted in the Offer are no higher than the Contractor's current prices on orders by others for like Deliverables under similar terms of purchase.
- B. The Contractor certifies that the prices in the Offer have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other firm or with any competitor.
- C. In addition to any other remedy available, the City may deduct from any amounts owed to the Contractor, or otherwise recover, any amounts paid for items in excess of the Contractor's current prices on orders by others for like Deliverables under similar terms of purchase.

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20. **WARRANTY – TITLE:** The Contractor warrants that it has good and indefeasible title to all Deliverables furnished under the Contract, and that the Deliverables are free and clear of all liens, claims, security interests and encumbrances. The Contractor shall indemnify and hold the City harmless from and against all adverse title claims to the Deliverables.
21. **WARRANTY – DELIVERABLES:** The Contractor warrants and represents that all Deliverables sold the City under the Contract shall be free from defects in design, workmanship or manufacture, and conform in all material respects to the specifications, drawings, and descriptions in the Solicitation, to any samples furnished by the Contractor, to the terms, covenants and conditions of the Contract, and to all applicable State, Federal or local laws, rules, and regulations, and industry codes and standards. Unless otherwise stated in the Solicitation, the Deliverables shall be new or recycled merchandise, and not used or reconditioned.
- A. Recycled Deliverables shall be clearly identified as such.
  - B. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law; and any attempt to do so shall be without force or effect.
  - C. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the date of acceptance of the Deliverables or from the date of acceptance of any replacement Deliverables. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand either repair the non-conforming Deliverables, or replace the non-conforming Deliverables with fully conforming Deliverables, at the City's option and at no additional cost to the City. All costs incidental to such repair or replacement, including but not limited to, any packaging and shipping costs, shall be borne exclusively by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach of warranty, but failure to give timely notice shall not impair the City's rights under this section.
  - D. If the Contractor is unable or unwilling to repair or replace defective or non-conforming Deliverables as required by the City, then in addition to any other available remedy, the City may reduce the quantity of Deliverables it may be required to purchase under the Contract from the Contractor, and purchase conforming Deliverables from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such Deliverables from another source.
  - E. If the Contractor is not the manufacturer, and the Deliverables are covered by a separate manufacturer's warranty, the Contractor shall transfer and assign such manufacturer's warranty to the City. If for any reason the manufacturer's warranty cannot be fully transferred to the City, the Contractor shall assist and cooperate with the City to the fullest extent to enforce such manufacturer's warranty for the benefit of the City.
22. **WARRANTY – SERVICES:** The Contractor warrants and represents that all services to be provided the City under the Contract will be fully and timely performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of the Contract, and all applicable Federal, State and local laws, rules or regulations.
- A. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law, and any attempt to do so shall be without force or effect.
  - B. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the Acceptance Date. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand perform the services again in accordance with above standard at no additional cost to the City. All costs incidental to such additional performance shall be borne by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach warranty, but failure to give timely notice shall not impair the City's rights under this section.
  - C. If the Contractor is unable or unwilling to perform its services in accordance with the above standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be



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required to purchase under the Contract from the Contractor, and purchase conforming services from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such services from another source.

23. **ACCEPTANCE OF INCOMPLETE OR NON-CONFORMING DELIVERABLES:** If, instead of requiring immediate correction or removal and replacement of defective or non-conforming Deliverables, the City prefers to accept it, the City may do so. The Contractor shall pay all claims, costs, losses and damages attributable to the City's evaluation of and determination to accept such defective or non-conforming Deliverables. If any such acceptance occurs prior to final payment, the City may deduct such amounts as are necessary to compensate the City for the diminished value of the defective or non-conforming Deliverables. If the acceptance occurs after final payment, such amount will be refunded to the City by the Contractor.
24. **RIGHT TO ASSURANCE:** Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.
25. **STOP WORK NOTICE:** The City may issue an immediate Stop Work Notice in the event the Contractor is observed performing in a manner that is in violation of Federal, State, or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Contractor will cease all work until notified by the City that the violation or unsafe condition has been corrected. The Contractor shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.
26. **DEFAULT:** The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under Paragraph 24, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor's Offer, or in any report or deliverable required to be submitted by the Contractor to the City.
27. **TERMINATION FOR CAUSE:** In the event of a default by the Contractor, the City shall have the right to terminate the Contract for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. The City may place Contractor on probation for a specified period of time within which the Contractor must correct any non-compliance issues. Probation shall not normally be for a period of more than nine (9) months, however, it may be for a longer period, not to exceed one (1) year depending on the circumstances. If the City determines the Contractor has failed to perform satisfactorily during the probation period, the City may proceed with suspension. In the event of a default by the Contractor, the City may suspend or debar the Contractor in accordance with the "City of Austin Purchasing Office Probation, Suspension and Debarment Rules for Vendors" and remove the Contractor from the City's vendor list for up to five (5) years and any Offer submitted by the Contractor may be disqualified for up to five (5) years. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Contractor's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law.
28. **TERMINATION WITHOUT CAUSE:** The City shall have the right to terminate the Contract, in whole or in part, without cause any time upon thirty (30) calendar days' prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds Appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.
29. **FRAUD:** Fraudulent statements by the Contractor on any Offer or in any report or deliverable required to be submitted by the Contractor to the City shall be grounds for the termination of the Contract for cause by the City and may result in legal action.

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**30. DELAYS:**

- A. The City may delay scheduled delivery or other due dates by written notice to the Contractor if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Contract, the City and the Contractor shall negotiate an equitable adjustment for costs incurred by the Contractor in the Contract price and execute an amendment to the Contract. The Contractor must assert its right to an adjustment within thirty (30) calendar days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution process specified in paragraph 48. However, nothing in this provision shall excuse the Contractor from delaying the delivery as notified.
- B. Neither party shall be liable for any default or delay in the performance of its obligations under this Contract if, while and to the extent such default or delay is caused by acts of God, fire, riots, civil commotion, labor disruptions, sabotage, sovereign conduct, or any other cause beyond the reasonable control of such Party. In the event of default or delay in contract performance due to any of the foregoing causes, then the time for completion of the services will be extended; provided, however, in such an event, a conference will be held within three (3) business days to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.

**31. INDEMNITY:**

- A. Definitions:
  - i. "Indemnified Claims" shall include any and all claims, demands, suits, causes of action, judgments and liability of every character, type or description, including all reasonable costs and expenses of litigation, mediation or other alternate dispute resolution mechanism, including attorney and other professional fees for:
    - (1) damage to or loss of the property of any person (including, but not limited to the City, the Contractor, their respective agents, officers, employees and subcontractors; the officers, agents, and employees of such subcontractors; and third parties); and/or
    - (2) death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of the City, the Contractor, the Contractor's subcontractors, and third parties),
  - ii. "Fault" shall include the sale of defective or non-conforming Deliverables, negligence, willful misconduct, or a breach of any legally imposed strict liability standard.
- B. **THE CONTRACTOR SHALL DEFEND (AT THE OPTION OF THE CITY), INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL INDEMNIFIED CLAIMS DIRECTLY ARISING OUT OF, INCIDENT TO, CONCERNING OR RESULTING FROM THE FAULT OF THE CONTRACTOR, OR THE CONTRACTOR'S AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THE CONTRACTOR'S OBLIGATIONS UNDER THE CONTRACT. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE CONTRACTOR (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM.**

**32. INSURANCE:** (reference Section 0400 for specific coverage requirements). The following insurance requirement applies. (Revised March 2013).

**A. General Requirements.**

- i. The Contractor shall at a minimum carry insurance in the types and amounts indicated in Section 0400, Supplemental Purchase Provisions, for the duration of the Contract, including extension options and hold over periods, and during any warranty period.
- ii. The Contractor shall provide Certificates of Insurance with the coverages and endorsements required in Section 0400, Supplemental Purchase Provisions, to the City as verification of coverage prior to contract execution and within fourteen (14) calendar days after written request from the

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City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or hold over period is exercised, as verification of continuing coverage.

- iii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iv. The City may request that the Contractor submit certificates of insurance to the City for all subcontractors prior to the subcontractors commencing work on the project.
- v. The Contractor's and all subcontractors' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of B+VII or better.
- vi. The "other" insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in the Contract, covering both the City and the Contractor, shall be considered primary coverage as applicable.
- vii. If insurance policies are not written for amounts specified in Section 0400, Supplemental Purchase Provisions, the Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.
- viii. The City shall be entitled, upon request, at an agreed upon location, and without expense, to review certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.
- ix. The City reserves the right to review the insurance requirements set forth during the effective period of the Contract and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Contractor.
- x. The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.
- xi. The Contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. Self-insured retentions shall be disclosed on the Certificate of Insurance.
- xii. The Contractor shall provide the City thirty (30) calendar days' written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Contract.
- xiii. The insurance coverages specified in Section 0400, Supplemental Purchase Provisions, are required minimums and are not intended to limit the responsibility or liability of the Contractor.

**B. Specific Coverage Requirements:** Specific insurance requirements are contained in Section 0400, Supplemental Purchase Provisions

33. **CLAIMS:** If any claim, demand, suit, or other action is asserted against the Contractor which arises under or concerns the Contract, or which could have a material adverse affect on the Contractor's ability to perform thereunder, the Contractor shall give written notice thereof to the City within ten (10) calendar days after receipt of notice by the

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Contractor. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Austin City Attorney. Personal delivery to the City Attorney shall be to City Hall, 301 West 2<sup>nd</sup> Street, 4<sup>th</sup> Floor, Austin, Texas 78701, and mail delivery shall be to P.O. Box 1088, Austin, Texas 78767.

34. **NOTICES**: Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, telefax, or other commercially accepted means. Notices to the Contractor shall be sent to the address specified in the Contractor's Offer, or at such other address as a party may notify the other in writing. Notices to the City shall be addressed to the City at P.O. Box 1088, Austin, Texas 78767 and marked to the attention of the Contract Administrator.
35. **RIGHTS TO BID, PROPOSAL AND CONTRACTUAL MATERIAL**: All material submitted by the Contractor to the City shall become property of the City upon receipt. Any portions of such material claimed by the Contractor to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, Texas Government Code.
36. **NO WARRANTY BY CITY AGAINST INFRINGEMENTS**: The Contractor represents and warrants to the City that: (i) the Contractor shall provide the City good and indefeasible title to the Deliverables and (ii) the Deliverables supplied by the Contractor in accordance with the specifications in the Contract will not infringe, directly or contributorily, any patent, trademark, copyright, trade secret, or any other intellectual property right of any kind of any third party; that no claims have been made by any person or entity with respect to the ownership or operation of the Deliverables and the Contractor does not know of any valid basis for any such claims. The Contractor shall, at its sole expense, defend, indemnify, and hold the City harmless from and against all liability, damages, and costs (including court costs and reasonable fees of attorneys and other professionals) arising out of or resulting from: (i) any claim that the City's exercise anywhere in the world of the rights associated with the City's ownership, and if applicable, license rights, and its use of the Deliverables infringes the intellectual property rights of any third party; or (ii) the Contractor's breach of any of Contractor's representations or warranties stated in this Contract. In the event of any such claim, the City shall have the right to monitor such claim or at its option engage its own separate counsel to act as co-counsel on the City's behalf. Further, Contractor agrees that the City's specifications regarding the Deliverables shall in no way diminish Contractor's warranties or obligations under this paragraph and the City makes no warranty that the production, development, or delivery of such Deliverables will not impact such warranties of Contractor.
37. **CONFIDENTIALITY**: In order to provide the Deliverables to the City, Contractor may require access to certain of the City's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). Contractor acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and/or its licensors. The Contractor (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the City or in a manner not expressly permitted under this Agreement, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Contractor promptly notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Contractor agrees to use protective measures no less stringent than the Contractor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.
38. **PUBLICATIONS**: All published material and written reports submitted under the Contract must be originally developed material unless otherwise specifically provided in the Contract. When material not originally developed is included in a report in any form, the source shall be identified.



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39. **ADVERTISING**: The Contractor shall not advertise or publish, without the City's prior consent, the fact that the City has entered into the Contract, except to the extent required by law.
40. **NO CONTINGENT FEES**: The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.
41. **GRATUITIES**: The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City of Austin with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.
42. **PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS**: No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation. Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City.
43. **INDEPENDENT CONTRACTOR**: The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City.
44. **ASSIGNMENT-DELEGATION**: The Contract shall be binding upon and enure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third party beneficiaries to the Contract.
45. **WAIVER**: No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Contractor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.
46. **MODIFICATIONS**: The Contract can be modified or amended only by a writing signed by both parties. No pre-printed or similar terms on any the Contractor invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.
47. **INTERPRETATION**: The Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

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48. **DISPUTE RESOLUTION:**

- A. If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.
- B. If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the City and the Contractor agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center (DRC). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and the Contractor will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

49. **JURISDICTION AND VENUE:** The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved in the courts of Travis County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.

50. **INVALIDITY:** The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.

51. **HOLIDAYS:** The following holidays are observed by the City:

<u>Holiday</u>	<u>Date Observed</u>
New Year's Day	January 1
Martin Luther King, Jr.'s Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11

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Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Friday after Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25

If a Legal Holiday falls on Saturday, it will be observed on the preceding Friday. If a Legal Holiday falls on Sunday, it will be observed on the following Monday.

52. **SURVIVABILITY OF OBLIGATIONS:** All provisions of the Contract that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Contract.

53. **NON-SUSPENSION OR DEBARMENT CERTIFICATION:**

The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. By accepting a Contract with the City, the Vendor certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

54. **EQUAL OPPORTUNITY**

A. **Equal Employment Opportunity:** No Contractor, or Contractor's agent, shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Offer submitted to the City shall be considered, nor any Purchase Order issued, or any Contract awarded by the City unless the Offeror has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the contract and the Contractor's suspension or debarment from participation on future City contracts until deemed compliant with Chapter 5-4.

B. **Americans with Disabilities Act (ADA) Compliance:** No Contractor, or Contractor's agent, shall engage in any discriminatory practice against individuals with disabilities as defined in the ADA, including but not limited to: employment, accessibility to goods and services, reasonable accommodations, and effective communications.

55. **BUY AMERICAN ACT-SUPPLIES (Applicable to certain Federally funded requirements)**

A. Definitions. As used in this paragraph –

i. "Component" means an article, material, or supply incorporated directly into an end product.

ii. "Cost of components" means -

- (1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
- (2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

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- iii. "Domestic end product" means-
  - (1) An unmanufactured end product mined or produced in the United States; or
  - (2) An end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.
- iv. "End product" means those articles, materials, and supplies to be acquired under the contract for public use.
- v. "Foreign end product" means an end product other than a domestic end product.
- vi. "United States" means the 50 States, the District of Columbia, and outlying areas.
- B. The Buy American Act (41 U.S.C. 10a - 10d) provides a preference for domestic end products for supplies acquired for use in the United States.
- C. The City does not maintain a list of foreign articles that will be treated as domestic for this Contract; but will consider for approval foreign articles as domestic for this product if the articles are on a list approved by another Governmental Agency. The Offeror shall submit documentation with their Offer demonstrating that the article is on an approved Governmental list.
- D. The Contractor shall deliver only domestic end products except to the extent that it specified delivery of foreign end products in the provision of the Solicitation entitled "Buy American Act Certificate".

**56. PROHIBITION OF BOYCOTT ISRAEL VERIFICATION**

Pursuant to Texas Government Code §2270.002, the City is prohibited from contracting with any "company" for goods or services unless the following verification is included in this **Contract**.

- A. For the purposes of this Section only, the terms "company" and "boycott Israel" have the meaning assigned by Texas Government Code §2270.001.
- B. If the **Principal Artist** qualifies as a "company", then the **Principal Artist** verifies that he:
  - i. does not "boycott Israel"; and
  - ii. will not "boycott Israel" during the term of this **Contract**.
- C. The **Principal Artist's** obligations under this Section, if any exist, will automatically cease or be reduced to the extent that the requirements of Texas Government Code Chapter 2270 are subsequently repealed, reduced, or declared unenforceable or invalid in whole or in part by any court or tribunal of competent jurisdiction or by the Texas Attorney General, without any further impact on the validity or continuity of this Contract.



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The following Supplemental Purchasing Provisions apply to this solicitation:

1. **EXPLANATIONS OR CLARIFICATIONS:** (reference paragraph 5 in Section 0200)

All requests for explanations or clarifications must be submitted in writing to the Purchasing Office by one week prior to the offer closing date by 1:00 PM CST. Any requests should be emailed to [sandy.wirtanen@austintexas.gov](mailto:sandy.wirtanen@austintexas.gov).

2. **INSURANCE:** Insurance is required for this solicitation.

A. **General Requirements:** See Section 0300, Standard Purchase Terms and Conditions, paragraph 32, entitled Insurance, for general insurance requirements.

- i. The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to contract execution and within 14 calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award
- ii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iii. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.
- iv. The Certificate of Insurance, and updates, shall be mailed to the following address:

City of Austin Purchasing Office  
P. O. Box 1088  
Austin, Texas 78767

OR [PURInsuranceCompliance@austintexas.gov](mailto:PURInsuranceCompliance@austintexas.gov)

B. **Specific Coverage Requirements:** The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Contractor.

- i. **Worker's Compensation and Employers' Liability Insurance:** Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee.
  - (1) The Contractor's policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin:
    - (a) Waiver of Subrogation, Form WC420304, or equivalent coverage
    - (b) Thirty (30) days Notice of Cancellation, Form WC420601, or equivalent coverage
- ii. **Commercial General Liability Insurance:** The minimum bodily injury and property damage per occurrence are \$500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injury).
  - (1) The policy shall contain the following provisions:
    - (a) Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.
    - (b) Contractor/Subcontracted Work.
    - (c) Products/Completed Operations Liability for the duration of the warranty period.
    - (d) If the project involves digging or drilling provisions must be included that provide Explosion, Collapse, and/or Underground Coverage.
  - (2) The policy shall also include these endorsements in favor of the City of Austin:

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- (a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
  - (b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
  - (c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage
- iii. **Business Automobile Liability Insurance:** The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$1,000,000 per occurrence for bodily injury and property damage.
  - (1) The policy shall include these endorsements in favor of the City of Austin:
    - (a) Waiver of Subrogation, Endorsement CA0444, or equivalent coverage
    - (b) Thirty (30) days Notice of Cancellation, Endorsement CA0244, or equivalent coverage
    - (c) The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.
- iv. **Environmental Impairment Liability Insurance:** The Contractor shall provide coverage with a minimum limit of \$5,000,000 per claim to pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages by reason of sudden and accidental or non-sudden and accidental pollution arising out of the transportation, storage, or permanent disposal of wastes.

With respect to sudden and accidental occurrences, all Contractors and/or Subcontractor who own or operate a treatment, storage, and disposal facility must demonstrate financial responsibility for bodily injury and property damage to third parties of at least \$5,000,000 per occurrence.

With respect to non-sudden accidental occurrences, all Contractors and/or Subcontractors who own or operate a surface impoundment, landfill, or land treatment facility that is used to manage hazardous wastes must demonstrate financial responsibility for bodily injury and property damage to third parties of at least \$5,000,000 per occurrence. The amounts of coverage must be exclusive of legal defense costs.

- C. **Endorsements:** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.

**3. TERM OF CONTRACT:**

- A. The Contract shall commence upon execution, unless otherwise specified, and shall remain in effect for an initial term of 36 months. The Contract may be extended beyond the initial term for up to two additional 12 month periods at the City's sole option. If the City exercises any extension option, all terms, conditions, and provisions of the Contract shall remain in effect for that extension period, subject only to any economic price adjustment otherwise allowed under the Contract.
- B. Upon expiration of the initial term or any period of extension, the Contractor agrees to hold over under the terms and conditions of this Contract for such a period of time as is reasonably necessary for the City to re-solicit and/or complete the deliverables due under this Contract. Any hold over period will not exceed 120 calendar days unless mutually agreed on by both parties in writing.
- C. Upon written notice to the Contractor from the City's Purchasing Officer or his designee and acceptance of the Contractor, the term of this contract shall be extended on the same terms and conditions for an additional period as indicated in paragraph A above.
- D. Prices are firm and fixed for the first 12 months. Thereafter, price changes are subject to the Economic Price Adjustment provisions of this Contract.

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4. **QUANTITIES:** The quantities listed herein are estimates for the period of the Contract. The City reserves the right to purchase more or less of these quantities as may be required during the Contract term. Quantities will be as needed and specified by the City for each order. Unless specified in the solicitation, there are no minimum order quantities.
5. **INVOICES and PAYMENT:** (reference paragraphs 12 and 13 in Section 0300)
- A. Invoices shall contain a unique invoice number and the information required in Section 0300, paragraph 12, entitled "Invoices." Invoices shall be itemized and emailed to [ARR.AP@austintexas.gov](mailto:ARR.AP@austintexas.gov) and the Contract Operations Manager on or before the 15<sup>th</sup> of each month for all the services provided in the prior month and shall be itemized. Unless otherwise instructed in writing, the City may rely on the remittance address specified on the Contractor's invoice. Invoices shall contain the following information, at a minimum, or they will not be processed and will be returned to the Contractor for correction:
- i. A unique invoice number;
  - ii. The date the invoice was submitted to ARR;
  - iii. The ARR provided purchase order or delivery order number and the ARR contract number, if applicable;
  - iv. The department's name, "Austin Resource Recovery";
  - v. The Contractor's name and remit to address; and
  - vi. If applicable, the Contractor's tax identification number, which must exactly match the information in the Contractor's registration with the City.
- B. The Contractor agrees to accept payment by credit card, check or Electronic Funds Transfer (EFT) for all goods and/or services provided under the Contract. The Contractor shall factor the cost of processing credit card payments into the Offer. There shall be no additional charges, surcharges, or penalties to the City for payments made by credit card.
6. **NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING:**
- On June 14, 2018, the Austin City Council adopted Ordinance No. 20180614-056 replacing Chapter 2.7, Article 6 of the City Code relating to Anti-Lobbying and Procurement. The policy defined in this Code applies to Solicitations for goods and/or services requiring City Council approval under City Charter Article VII, Section 15 (Purchase Procedures). The City requires Offerors submitting Offers on this Solicitation to certify that the Offeror has not in any way directly or indirectly had communication restricted in the ordinance section 2-7-104 during the No-Lobbying Period as defined in the Ordinance. The text of the City Ordinance is posted on the Internet at: [https://assets.austintexas.gov/purchase/downloads/New\\_ALO\\_Ordinance\\_No\\_20180614-056.pdf](https://assets.austintexas.gov/purchase/downloads/New_ALO_Ordinance_No_20180614-056.pdf) and is also included in the Solicitation, [Section 0200 V2, Solicitation Instructions June 26, 2018](#).
7. **ECONOMIC PRICE ADJUSTMENT:**
- A. **Price Adjustments:** Prices shown in this Contract shall remain firm for the first 12 months of the Contract. After that, in recognition of the potential for fluctuation of the Contractor's cost, a price adjustment (increase or decrease) may be requested by either the City or the Contractor on the anniversary date of the Contract or as may otherwise be specified herein. The percentage change between the contract price and the requested price shall not exceed the percentage change between the specified index in effect on the date the solicitation closed and the most recent, non-preliminary data at the time the price adjustment is requested. The requested price adjustment shall not exceed twenty five percent (25%) for any single line item and in no event shall the total amount of the contract be automatically adjusted as a result of the change in one or more line items made pursuant to this provision. Prices for products or services unaffected by verifiable cost trends shall not be subject to adjustment.

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- B. **Effective Date:** Approved price adjustments will go into effect on the first day of the upcoming renewal period or anniversary date of contract award and remain in effect until contract expiration unless changed by subsequent amendment.
- C. **Adjustments:** A request for price adjustment must be made in writing and submitted to the other Party prior to the yearly anniversary date of the Contract; adjustments may only be considered at that time unless otherwise specified herein. Requested adjustments must be solely for the purpose of accommodating changes in the Contractor's direct costs. Contractor shall provide an updated price listing once agreed to adjustment(s) have been approved by the parties.
- D. **Indexes:** In most cases an index from the Bureau of Labor Standards (BLS) will be utilized; however, if there is more appropriate, industry recognized standard then that index may be selected.
- i. The following definitions apply:
- (1) **Base Period:** Month and year of the original contracted price (the solicitation close date).
  - (2) **Base Price:** Initial price quoted, proposed and/or contracted per unit of measure.
  - (3) **Adjusted Price:** Base Price after it has been adjusted in accordance with the applicable index change and instructions provided.
  - (4) **Change Factor:** The multiplier utilized to adjust the Base Price to the Adjusted Price.
  - (5) **Weight %:** The percent of the Base Price subject to adjustment based on an index change.
- ii. **Adjustment-Request Review:** Each adjustment-request received will be reviewed and compared to changes in the index(es) identified below. Where applicable:
- (1) Utilize final Compilation data instead of Preliminary data
  - (2) If the referenced index is no longer available shift up to the next higher category index.
- iii. **Index Identification:** Complete table as they may apply.

Weight % or \$ of Base Price: 100%	
Database Name: Bureau of Labor Statistics	
Series ID: CUUR0000SEHG02	
<input checked="" type="checkbox"/> Not Seasonally Adjusted	<input type="checkbox"/> Seasonally Adjusted
Geographical Area: U.S. City Average	
Description of Series ID: Garbage and trash collection	
This Index shall apply to the following items of the Bid Sheet / Cost Proposal: All	

- E. **Calculation:** Price adjustment will be calculated as follows:

**Single Index:** Adjust the Base Price by the same factor calculated for the index change.

Index at time of calculation
Divided by index on solicitation close date
Equals Change Factor
Multiplied by the Base Rate
Equals the Adjusted Price

- F. If the requested adjustment is not supported by the referenced index, the City, at its sole discretion, may consider approving an adjustment on fully documented market increases.

8. **INTERLOCAL PURCHASING AGREEMENTS:**

- A. The City has entered into Interlocal Purchasing Agreements with other governmental entities, pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The Contractor agrees to offer the same prices and terms and conditions to other eligible governmental



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agencies that have an interlocal agreement with the City.

- C. The City does not accept any responsibility or liability for the purchases by other governmental agencies through an interlocal cooperative agreement.
9. The City reserves the right at any time during the contract period to modify or add to the products/services listed in the Section 0600 Bid Sheet. This may include piloting or adding additional programs including, but not limited to recycling services and/or organics services. These modifications and additions will be similar to or related to the original products and services. For additions, the City Contract Manager will obtain pricing from the Contractor and submit a request in writing to the Purchasing Office to add the new product/services. If approved, the City will issue an Amendment to authorize the product/services addition and pricing. No unauthorized products/services will be paid for by the City. Amendments will only be issued for items within the same general scope of the awarded contract. Products that are added shall be firm/fixed for the time specified in the Economic Price Adjustment section and are subject to the potential fluctuations according to the index indicated in the Contract. In no event, shall any product/services addition cause the overall contract price to change, without additional Appropriations from the City.
10. **CONTRACT MANAGER:** The following person is designated as Contract Manager, and will act as the contact point between the City and the Contractor during the term of the Contract:

Ron Romero, Division Manager

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Phone: 512-974-4353

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Ron.romero@austintexas.gov

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\*Note: The above listed Contract Manager is not the authorized Contact Person for purposes of the **NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING Provision** of this Section; and therefore, contact with the Contract Manager is prohibited during the no contact period.

**CITY OF AUSTIN**  
**VERSION 2 SCOPE OF WORK**  
**RESIDENTIAL DUMPSTER COLLECTION SERVICES**  
**SOLICITATION NUMBER: IFB 1500 SLW1028**

**1.0 PURPOSE**

The City of Austin ("City") seeks Contractors qualified and experienced in the collection, transporting, maintenance, and clean-up of refuse materials generated by residential multi-unit customers located within specific metropolitan areas of the City. This Scope of Work ("SOW") establishes the specifications and minimum requirements for a contract to collect and dispose of solid waste generated by residential fourplex, triplex, and duplex customers located in the City's Service Area. Based on considerations of health, safety, customer access, and convenience of collections, certain multi-unit residential properties within the City have been determined to be best suited for dumpster services rather than individual City-provided cart services. The Contractor shall provide all the necessary dumpsters/containers, staff, labor, vehicles, and equipment to perform these services.

All eligible bids submitted in response to this Invitation for Bid ("IFB") that address the objectives of the solicitation will be considered by ARR.

**2.0 BACKGROUND**

The Contractor shall provide collection and cleanup services for the locations specified in Attachment A ("Service Area"). The Contractor shall have the equipment, staff, and capacity to provide services to all areas defined in the Service Area, as well as additional locations as required.

The Contractor shall provide additional collections of debris and bulk items as may be determined necessary by the City due to theft of service, illegal dumping, or other collections concerns in the Service Area. Contractor shall also increase dumpster size(s) as needed or as determined to be necessary by the City to meet needs within the Service Area. Therefore, the Contractor shall support in its bid the ability and capacity to handle additional collections, as well as the adequate staffing and equipment to perform all responsibilities as defined in this SOW.

**3.0 SCOPE OF WORK**

The term container ("Container") shall refer to dumpsters as described in Section 3.3.1, Container Specifications, unless the context indicates a different meaning.

**NOTE:** The Contractor shall remove all materials (as specified herein) from the Service Area, regardless of the source (unless specified in Section 3.4.2, Household Hazardous Waste, Electronics, and Dead Animals). It is to be clearly understood, that it shall be the responsibility of the Contractor to provide all collection services necessary in the Service Area.

**3.1 Collections**

The Contractor shall collect all uncontained waste and litter in, on, and/or around the Containers at each collection.

**3.1.1 Refuse – Scheduled Collections**

The Contractor shall collect refuse two or three times each week for each location. Additional collections may be required as determined by the City. The Contractor shall report any need for additional collections to the Contract Operations Manager within 48 hours of determination. The City will make the final determination as to scheduling.

The Contractor shall be responsible for waste or litter resulting from leaking, spillage, and/or displacement from the vehicle while emptying the Container and shall pick up and clear away any such waste or litter.

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**VERSION 2 SCOPE OF WORK**  
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**3.1.2 Bulk Collections**

- A. The Contractor shall provide bulk item pickup on the same collection frequency as the refuse collection services, at a minimum of twice monthly. Additionally, when the City or the Contractor or its employees see bulk items outside of a Container on routine collection days, the Contractor shall return for bulk collection of the item within 24 hours to ensure that all items are collected and removed. If a bulk item has been improperly placed inside or upon a Container and must be removed by the Contractor, the Contractor shall return for bulk collection of the item within 48 to 72 hours, or before next scheduled collection to ensure that all bulk items are collected and removed. The City reserves the right to increase bulk item pickups for all locations or a specific location. Bulk items include:
- i. Doors;
  - ii. Carpet;
  - iii. Furniture;
  - iv. Appliances (removed doors);
  - v. Passenger car tires (removed from rims);
  - vi. Railroad ties (cut in half);
  - vii. Pallets;
  - viii. Rolled fencing; and
  - ix. Nail-free lumber.
- B. The Contractor shall collect all bulk items in, on, and/or around the Containers. The Contractor shall collect all items in the service locations that have been set out for collection that were either too large in dimension to fit in the dumpsters, were not placed in the dumpster, or were inappropriately placed in the dumpster.
- C. The Contractor shall notify the Contract Operations Manager in the event of a delay in bulk collections. Where an item will require an additional vehicle, the Contractor shall provide said vehicle and have all bulk items removed within 24 hours of the routinely scheduled times and/or of notice from the City. Should the Contractor fail to remove the bulk items for four consecutive days, the City reserves the right to reduce the bulk service collection fees by \$100 per day from date of notice.
- D. The Contractor shall inspect and determine if any of the items being discarded outside of the dumpster are recyclable and make a good faith effort to collect those items for recycling. Another collection vehicle may be utilized to accomplish this task.

**3.1.3 Additional Temporary Collection Services**

Special collection services, including temporary roll-offs for “spring cleaning” and/or unwanted bulk items by residents, shall be provided as needed at the discretion of the Contract Operations Manager.

**3.2 Schedule**

All collection activities must be performed between the hours of 6:30 a.m. and 6:30 p.m. The Contractor shall not provide collection services on the following holidays: Thanksgiving Day, Christmas Day, and New Year’s Day. However, where these holidays fall on a regularly scheduled service dates, the Contractor shall service these areas on the next calendar day.

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**3.3 Containers and Dumpsters**

**3.3.1 Container Specifications**

At a minimum, all refuse Containers shall:

- A. Be uniform in appearance and color, and the Contractor shall be able to provide 4-, 6-, 8-, and 10-yard size Containers, as determined by the City;
- B. Be sealed at the bottom to prevent leakage;
- C. Have working lids and/or doors;
- D. Be installed and maintained to ensure continuous compliance with all applicable American National Standards Institute ("ANSI") regulations, standards, and other applicable rules; and
- E. Display the Contractor's company name, including a 24-hour contact phone number and signage that specifies "Landfill Trash Only".
  - i. The City reserves the right to request changes or additional signage to be affixed to Containers detailing proper disposal and usage of Container (i.e., no household hazardous waste, no illegal dumping, etc.).
  - ii. The Contractor will work directly with the City and its staff to agree upon proper signage for all dumpsters. The City has final approval on signage.

**3.3.2 Container Maintenance and Cleaning**

- A. The Contractor shall be responsible for maintenance on all Containers. The Contractor shall perform this work within two business days of noticing need for repair. The Contractor shall perform work within two business days of a request for repair by the City.
- B. The Contractor shall ensure that:
  - i. Containers have working and secured lids;
  - ii. Wheeled Containers have working wheels;
  - iii. Containers have no sharp edges that could result in injury to customers; and
  - iv. Containers have no leaks.
- C. The Contractor shall provide, at no additional costs to the City, cleaning of Containers as requested.
- D. All cleaning, disinfecting, and sanitizing of the Containers shall be done offsite from the Service Area.
- E. The Contractor shall be responsible for cleaning and repainting to remove graffiti when noticed by the Contractor and/or as requested by the City.

**3.3.3 Container Placements**

The Contractor shall work closely with the City on Container placement and locations. There are space constraints at some of these locations, so communication and coordination is essential. The City shall have final approval of placement of the Containers.

**3.3.4 Container Distribution and Removal**

The Contractor shall, at no additional cost to the City, provide, remove, and/or replace Containers within two business days after the Contractor:

- A. Receives notification from the City;
- B. Receives a replacement request from the City; or



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C. The Contractor's driver notices the need.

**3.4 Disposal and Processing Facilities**

The Contractor must utilize facilities that are approved via the Landfill Criteria Matrix (LCM) (please reference Section 7.1.4, Confirmation of Facilities Used) and must be able to accept all collected refuse for treatment and disposal for the life of the contract. The Contractor shall provide all personnel, collection equipment, transportation vehicles, dumpsters, tools, and all other necessary materials and equipment to complete the services described herein. The Contractor shall dispose of all refuse solely at its own expense.

**3.4.1 Processing**

- A. The Contractor shall empty all Containers and shall dispose of the material, and where possible process all recycled bulk materials, at facilities in full compliance with Texas Commission on Environmental Quality ("TCEQ") and all other regulatory agency guidelines.
- B. The Contractor shall provide the City with the name and contact information of the facilities to be used with their bid or within three business days of request from the City. All locations and facilities are subject to City approval.
- C. The Contractor shall immediately notify the Contract Operations Manager via email of any compliance violations or concerns regarding any and all facilities used.

**3.4.2 Change Authority**

- A. Any changes in disposal sites or facilities without prior City approval or landfilling material at a landfill not specified in the LCM approved list shall constitute a material breach of contract. The Contractor shall inform the City in writing (and get approval from the Contract Operations Manager) at least 60 days prior to the change for any new facility (or the discontinuance of an existing facility).
- B. In the event of an emergency in which the change in disposal sites, facilities, or treatment methods must be made, the Contractor shall notify the Contract Operations Manager immediately. Any temporary solution proposed by the Contractor must be approved in writing by the Contract Operations Manager.
- C. In the event of a change in the disposal facility, the Contractor shall be responsible for transferring all existing profiles, licenses, permits, and requirements to the new disposal facility at no cost to the City.

**3.4.3 Household Hazardous Waste, Electronics, and Dead Animals**

Where the Contractor notices dead animals, household hazardous waste, televisions and/or other electronics disposed of around the Containers, the Contractor's driver shall set those items aside and contact the Contract Operations Manager within 24 hours for proper collections. These items shall not be disposed of in the landfill or at the Contractor's disposal or processing facilities.

**4.0 OTHER RESPONSIBILITIES OF THE CONTRACTOR**

**4.1 Project Manager**

The Contractor shall provide a Project Manager who will oversee the contract. The Contractor shall also provide contact information for the Project Manager and for an alternate contact person, both of

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whom must be available by telephone between 8:00 a.m. and 5:00 p.m. Central Time, Monday through Friday. The Contractor shall also provide ARR with contact information for an emergency contact with availability after-hours and on weekends. The Project Manager shall separately drive to each location at least once a month to confirm disposal of all refuse and bulk materials on all collection dates, as well as to assist with clean-ups as needed. The City reserves the right to request a change in Project Manager.

**4.2 Spill Prevention, Leaks and Spillage Clean Up**

The Contractor, its employees, subcontractors, agents and/or consultants shall solely be responsible and liable for all the management, cleanup, transportation, resulting damages, expenditures and other needs for all drips, leaks and/or spills from any source, solid or liquid, and/or loss of debris, even minor amounts, that occur anywhere (from the collections, transportation, disposal, or processing of materials associated with the contract), and anytime during the performance of the contract. The Contractor shall report spills to the 3-1-1 Call Center or the proper authorities and inform the Contractor Manager within 24 hours. The Contractor shall also contact the Contract Operations Manager within 24 hours of cleanup on the remedy of the spill.

**4.3 Complaints**

The Contractor shall remedy City complaints within 24 hours of notification and provide confirmation via email to the Contract Operations Manager that the complaint has been addressed and remedied.

**5.0 CITY'S RESPONSIBILITIES**

**5.1 Contract Operations Manager**

The Contract Operations Manager will be the main point of contact at ARR and will manage the services, operations, and communications under the ensuing agreement. The City will notify the Contractor in writing in the event there is any change in contract administration responsibilities. Email communication is preferred, but in the case of emergencies, please contact the Contract Operations Manager by phone. The Contract Operations Manager for this contract is Ron Romero.

Ron Romero, Division Manager  
City of Austin – Austin Resource Recovery  
Phone: (512) 974-4353  
Email: [Ron.Romero@austintexas.gov](mailto:Ron.Romero@austintexas.gov)

**5.1.1 Alternative Contact**

In the event the Contract Operations Manager cannot be reached, the Contractor shall contact the individual below. The Contractor shall copy the following individual below on all electronic correspondence with the Contract Operations Manager:

Lionel Benford, Assistant Division Manager  
City of Austin – Austin Resource Recovery  
Phone: (512) 974-4318  
Email: [Lionel.Benford@austintexas.gov](mailto:Lionel.Benford@austintexas.gov)

**5.2 Communication**

It is preferred by the City that the Contractor communicate all non-urgent issues and challenges through email. For all urgent issues, the Contractor shall contact the Contract Operations Manager by telephone or follow the instructions specified herein.

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**6.0 QUANTITIES AND OMISSIONS**

**6.1 Quantities**

6.1.1 The City reserves the right to add or remove locations at any time as deemed necessary. Also, the City reserves the right to increase or decrease the number of Containers, as well as Container size and collection frequency, subject to need as determined by the City.

**6.2 Omissions**

6.2.1 All items and/or services omitted from this document which are clearly necessary to meet the objectives of the services described will be considered requirements, although not directly specified or called for herein.

6.2.2 The City will not pay any fees that are not included on the Contractor's bid sheet or agreed upon by the City in writing via approved amendment.

**7.0 MINIMUM QUALIFICATIONS**

**7.1 Minimum Qualifications**

The Contractor shall submit information demonstrating compliance with the minimum qualifications specified below. Bids that do not meet the minimum requirements will be deemed non-responsive and will not be considered. The Contractor's failure to provide information requested in this SOW or to demonstrate to the City's full satisfaction its ability to perform its obligations under its bid, shall be grounds for rejection of the bid.

**7.1.1 Experience**

The Contractor shall have provided services similar to those specified herein on a continuing basis for the minimum of a twelve-month period. The Contractor, to demonstrate its expertise, may provide a descriptive letter, outline, summary, or synopsis outlining its experience.

**7.1.2 History**

The Contractor shall have no significant performance deficiencies under City contracts in the last three years, including but not limited to, contract termination for cause, failure to maintain certain performance requirements, or outstanding financial obligations to the City.

**7.1.3 Materials Accepted**

The Contractor shall confirm they accept all Materials specified herein (including bulk items described in Section 3.1.2.A) or specify which items they cannot accept.

**7.1.4 Approved Landfill Facilities**

To be eligible for this contract, the Contractor shall use a landfill that has been approved by the Landfill Criteria Matrix Request for Information ("RFI") 1500 SLW6002. The list of approved landfills can be found [here](#). These landfills are permitted to accept the City-controlled Municipal Solid Waste ("MSW") listed under this scope, and they have and maintain the proper agreements and permits to receive such materials, as indicated by their Type I and Type IV classification.

**8.0 REPORTING, PERMITS, INSPECTIONS, AND INVOICES**

**8.1 Reports**

Additional reports may be required, subject to requirements by the City.

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**8.2 Invoices**

8.2.1 The Contractor shall bill at prorated amounts for all services that are performed for less than the entire month. Prorated bills shall note the ending and/or beginning date of the new or changed service. The method(s) used by the Contractor to calculate prorated bills is subject to the approval of the City.

**8.3 Right of Inspection**

The right of inspection and the exercise thereof shall not relieve the Contractor of its obligation to indemnify the City. These inspections may be conducted prior to and throughout the duration of the contract. The City shall have the right to:

- A. Inspect any disposal and recycle facility and obtain copies of written licenses, permits, or approvals issued by any governmental entity or agency to the Contractor or subcontractors which are applicable to the performance of this contract at the City's expense;
- B. Inspect and test, at the Contractor's own expense, Containers and transportation vehicles or vessels provided by the Contractor; and
- C. Inspect the handling, loading, transportation, storage, processing, and/or disposal operations conducted by the Contractor in the performance of this contract.

**8.4 Deliverables**

<b>Deliverables/Milestones</b>	<b>Timeline (due date or frequency)</b>	<b>Performance Measure/ Acceptance Criteria</b>	<b>Contract Reference/ Section</b>
Collection of all uncontained waste and litter around the dumpsters at each collection	Collection Days	Litter around each Container is removed	3.1
Schedule of Refuse Collections	2 or 3 times each week	Containers are emptied as scheduled	3.1.1. & 3.2
Bulk Collections	Twice Monthly	Collected all items that were too large in dimension to fit in the dumpsters, were not placed in the dumpster, or were inappropriately placed in the dumpster	3.1.2.A–D
Container Appearance	Ongoing	Approved by the City	3.3.1
Disposal and Processing	Ongoing	Contractor used a fully compliant site to dispose of all items collected	3.4.1
Invoice Submittal	Monthly by the 15th	Accurate invoice submitted	8.2

**8.5 Permits and Licenses**

8.5.1 The Contractor, including all employees, subcontractors, consultants, and/or facilities utilized, shall obtain and maintain all required permits to perform all services described herein. All services and equipment provided in relationship to this contract, directly and indirectly, shall be in compliance with all laws, ordinances, specifications, rules, and regulations for these services as established by the City of Austin, State of Texas, State Board of Health, U.S. Environmental Protection Agency ("EPA"), TCEQ, Federal Regulations



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40 CFR, Part 258, and any other current or future federal, state, or local governmental provisions prevailing during the full term of this agreement and all extensions exercised.

- 8.5.2 The Contractor shall provide a letter and application documentation identifying all such licenses, franchise tax identifications, and permits with their bid. At any time during the life of the contract when such licenses and permits are expired, amended, renewed, or replaced, the Contractor shall provide a letter notifying the City of such within 30 calendar days prior to the expiration, amendment, renewal, or replacement. Where a license is required, and the Contractor cannot provide such evidence, a full explanation shall be required with the bid and/or during the contract period.
- 8.5.3 The Contractor is presumed to be fully knowledgeable regarding all applicable compliance requirements and assumes full responsible herein.
- 8.5.4 The Contractor shall notify the City in writing within two business days of all violations or notices of non-compliance of operating permits that occur with the Contractor, subcontractors, consultants, and facilities while performing any and all duties under this contract.

## **9.0 OTHER REQUIREMENTS**

### **9.1 Occupational Health and Safety Act Requirements**

- 9.1.1 The Contractor shall comply with all OSHA regulations, training requirements, and safety practices as they relate to contract operations. The Contractor shall be responsible for jobsite safety and for the safety of its agents, employees, and subcontractors. The Contractor or subcontractor shall provide, have on hand, and properly maintain, at no cost to the City, necessary personal protective equipment ("PPE"). The Contractor shall also abide by any site-specific safety regulations. All monetary penalties and liabilities associated with non-compliance with OSHA shall be the responsibility of the Contractor.
- 9.1.2 The Contractor shall comply with all applicable Texas Hazard Communication Act requirements, regulations, and training requirements established by 29 Code of Federal Regulations ("CFR") 1910.120 regarding hazardous waste operations and safety practices as they relate to the operations of any resulting contract. The Contractor shall be responsible for jobsite safety and for the safety of its employees and agents, including maintaining a jobsite safety plan. The Contractor shall provide, have on hand, and properly maintain, at no additional cost to the City, necessary personnel protective equipment, such as, but not limited to, OSHA-approved footwear, eye protection, hard hats, respiratory protection, safety belts, harnesses, and such other health and safety-related apparel as may be required by statute, regulation, rule, ordinance, or jobsite conditions, and ensure that all employees are thoroughly trained in use of the equipment.

### **9.2 Department of Transportation Requirements**

The Contractor shall provide personnel who are trained with the Texas Department of Transportation ("TxDOT") CFR, Hazardous Materials Regulation 49 (100-199), if required. The transportation of non-hazardous industrial solid waste shall be performed by a licensed, insured, and permitted transporter, as required. The containment mechanism and all Containers used to transport the waste shall comply with TxDOT regulations as well as with hazardous transportation rules in 40 CFR 263, whenever these regulations are applicable. All monetary penalties associated with Contractor/Subcontractor activities that result in non-compliance with TxDOT regulations, shall be the responsibility of the Contractor. The Contractor shall also meet the medical standards for the Texas Department of Public Safety ("TxDPS") and the Federal Motor Carrier Safety Administration ("FMCSA").

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**9.3 Other Environmental Requirements**

- 9.3.1 The Contractor's vehicles shall not remain parked or stopped on a public roadway or in a position that may limit visibility for the public for any longer than is necessary to safely perform the services under any ensuing agreement.
- 9.3.2 The Contractor shall not operate in any manner that could cause a nuisance condition, including from odors, particulates, or noise.
- 9.3.3 No debris or surplus materials may be disposed of by open burning at the site or any other location. This does not preclude the Contractor from disposing of materials at an appropriately authorized and permitted disposal facility which may include incineration as part of the waste treatment process, if approved by the City.

**9.4 Quality Requirements**

The Contractor shall operate and perform all duties under this contract in a manner as not to create or cause a nuisance condition(s), not to release or cause to be released any pollution, refuse, debris, chemicals, or contaminated substances, and to protect all water and land resources. The Contractor shall be solely responsible and liable for all violations under this section, and the Contractor shall indemnify and hold harmless the City from any damages, losses, or expenses related herein.

**9.5 Protection of Water Resources**

No watercourses shall be polluted by any debris, including petroleum products, paints, solvents, cleaners, fuels, surface preparation materials, oils, lubricants, bitumen, and trash. The Contractor shall not release any pollutant (as defined in Texas Water Code, Section 26.001(3)) into watercourses without appropriate permits, licenses, or authorization. It is the responsibility of the Contractor to insure compliance with any applicable federal, state, or local water quality standards, and with conditions of any permits held by the City. Any such water pollution caused by the Contractor or occurring as a result of the Contractor activities, will be cleaned up according to applicable regulations and ordinances, at no cost to the City.

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SECTION 0600 - BID SHEET  
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**Special Instructions:** A bid of '0' (zero) will be interpreted by the City as a no-charge (free) item and the City will not expect to pay for that item. A bid of 'no bid' will be interpreted by the City that the responder does not wish to bid on that item. The City reserves the right to increase or decrease the number, size, location and frequency of collections and containers needed for this contract.

The quantities, size of containers, and frequency of collections are subject to change and are not a guarantee of actual services. The City does not guarantee quantities listed. Quantities are provided as a guide to historical usage and future projected needs. Actual purchases may vary. Failure to respond to each section of this bid sheet may result in disqualification of your bid.

Prices shall be all inclusive (including but not limited to delivery, removal, maintenance, swaps, and relocation).

The City will not pay any fees that are not included on the Contractor's bid sheet or added and agreed upon by the City in writing via approved amendment.

<b>1</b> <b>REGULAR COLLECTION RATES</b> These services could include refuse and/or recycling. Bidder must guarantee to hold prices firm for each 12 month period and any revision may only be adjusted using the Economic Price Adjustment - Specified Parts and/or Services provision in Section 0400.							
LINE ITEM	DESCRIPTION	PICKUP FREQUENCY	COST PER CONTAINER PER MONTH	ESTIMATED QUANTITY	UNIT	TOTAL COST PER MONTH	ANNUAL PRICE
1.1	Furnish and Service 4 Yard Containers	2 x per week	\$ 102.00	12	EA	\$ 1,224.00	\$ 14,688.00
1.2	Furnish and Service 4 Yard Containers	3 x per week	\$ 146.00	5	EA	\$ 730.00	\$ 8,760.00
1.3	Furnish and Service 4 Yard Containers	4 x per week	\$ 183.00	5	EA	\$ 915.00	\$ 10,980.00
1.4	Furnish and Service 4 Yard Containers	5 x per week	\$ 226.00	5	EA	\$ 1,130.00	\$ 13,560.00
1.5	Furnish and Service 6 Yard Containers	2 x per week	\$ 109.00	42	EA	\$ 4,578.00	\$ 54,936.00
1.6	Furnish and Service 6 Yard Containers	3 x per week	\$ 152.00	5	EA	\$ 760.00	\$ 9,120.00
1.7	Furnish and Service 6 Yard Containers	4 x per week	\$ 171.00	5	EA	\$ 855.00	\$ 10,260.00
1.8	Furnish and Service 6 Yard Containers	5 x per week	\$ 191.00	5	EA	\$ 955.00	\$ 11,460.00
1.9	Furnish and Service 8 Yard Containers	2 x per week	\$ 111.00	42	EA	\$ 4,662.00	\$ 55,944.00
1.10	Furnish and Service 8 Yard Containers	3 x per week	\$ 154.00	11	EA	\$ 1,694.00	\$ 20,328.00
1.11	Furnish and Service 8 Yard Containers	4 x per week	\$ 196.00	5	EA	\$ 980.00	\$ 11,760.00
1.12	Furnish and Service 8 Yard Containers	5 x per week	\$ 238.00	5	EA	\$ 1,190.00	\$ 14,280.00
<b>TOTAL EXTENDED PRICE (ITEMS 1.1-1.12)</b>							<b>\$ 236,076.00</b>

2	<b>SPECIAL LOCATION OR SINGLE CONTAINER COLLECTION SERVICES</b> To be collected within 24 hours. Additional day collection, any or all locations.				
LINE ITEM	DESCRIPTION	ESTIMATED ANNUAL QUANTITY	UNIT	UNIT PRICE	ANNUAL PRICE
2.1	Service 4 Yard Container on Normal Working Day	6	EA	\$ 85.00	\$ 510.00
2.2	Service 6 Yard Container on Normal Working Day	6	EA	\$ 95.00	\$ 570.00
2.3	Service 8 Yard Container on Normal Working Day	6	EA	\$ 105.00	\$ 630.00
2.4	Service 4 Yard Container on Weekend or Holiday	3	EA	\$ 304.00	\$ 912.00
2.5	Service 6 Yard Container on Weekend or Holiday	3	EA	\$ 308.00	\$ 924.00
2.6	Service 8 Yard Container on Weekend or Holiday	3	EA	\$ 312.00	\$ 936.00
TOTAL EXTENDED PRICE (ITEMS 2.1-2.6):					\$ 4,482.00
3	<b>BULK ITEM COLLECTIONS AND AREA CLEAN-UP SERVICES</b>				
LINE ITEM	DESCRIPTION	ESTIMATED ANNUAL FREQUENCY	UNIT	UNIT PRICE	ANNUAL PRICE
3.1	Routine Bulk Item Collection and Area Clean Up (All Locations, Bi-Weekly)	26	EA	\$ 2,585.00	\$ 67,210.00
3.2	On-call Non-Routine Bulk Item Collection and Area Clean Up (Single Location)	24	EA	\$ 445.00	\$ 10,680.00
3.3	Additional Routine Bulk Item Collection and Area Clean Up (Per Location, Semi-Annually)	2	EA	\$ 445.00	\$ 890.00
TOTAL EXTENDED PRICE (ITEMS 3.1-3.3):					\$ 78,780.00
4	<b>ADDITIONAL DUMPSTERS FOR SPRING CLEANING OR SPECIAL COLLECTIONS</b>				
LINE ITEM	DESCRIPTION	ESTIMATED ANNUAL FREQUENCY	UNIT	UNIT PRICE	ANNUAL PRICE
4.1	Furnish and Service 40 Yard Containers	12	EA	\$ 712.00	\$ 8,544.00
TOTAL EXTENDED PRICE FOR <u>ALL</u> ITEMS (1.1-4.1):					\$ 327,882.00

COMPANY NAME: Texas Disposal Systems, Inc.

EMAIL ADDRESS: squimby@texadisposal.com



**Section 0605: Local Business Presence Identification**

A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years, currently employs residents of the City of Austin, Texas, and will use employees that reside in the City of Austin, Texas, to support this Contract. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation.

**OFFEROR MUST SUBMIT THE FOLLOWING INFORMATION FOR EACH LOCAL BUSINESS (INCLUDING THE OFFEROR, IF APPLICABLE) TO BE CONSIDERED FOR LOCAL PRESENCE.**

*NOTE: ALL FIRMS MUST BE IDENTIFIED ON THE MBE/WBE COMPLIANCE PLAN OR NO GOALS UTILIZATION PLAN (REFERENCE SECTION 0900).*

**\*USE ADDITIONAL PAGES AS NECESSARY\***

**OFFEROR:**

Name of Local Firm	Texas Disposal Systems, Inc.	
Physical Address	12200 Carl Rd., Creedmoor, TX 78610	
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	<u>No</u>
or		
Has your branch office been located in the Corporate City Limits for the last 5 years?	Yes	<u>No</u>
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	<u>Yes</u>	No

**SUBCONTRACTOR(S):**

Name of Local Firm	N/A	
Physical Address		
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years	Yes	No

Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

**SUBCONTRACTOR(S):**

Name of Local Firm	N/A	
Physical Address		
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years	Yes	No
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

## B. BUSINESS ORGANIZATION

Texas Disposal Systems, Inc. is both incorporated and licensed to do business in the State of Texas.

All services proposed herein will be performed by the TDSL landfill, located at 3016 FM 1327, Creedmoor, TX 78610

## Section 0700: Reference Sheet

Responding Company Name Texas Disposal Systems, Inc.

The City at its discretion may check references in order to determine the Offeror's experience and ability to provide the products and/or services described in this Solicitation. The Offeror shall furnish at least 3 complete and verifiable references. References shall consist of customers to whom the offeror has provided the same or similar services within the last 5 years. References shall indicate a record of positive past performance.

1. Company's Name Austin Independent School District  
Name and Title of Contact Darien Clary/Sustainability Manager  
Project Name Waste Management Services  
Present Address 1111 West 6th Street  
City, State, Zip Code Austin, TX 78723  
Telephone Number ( 512 ) 414-3042 Fax Number ( )  
Email Address darien.clary@austinsd.org
2. Company's Name Pflugerville Independent School District  
Name and Title of Contact Selina Tovar//Coordinator of Energy Management  
Project Name Waste Management Services  
Present Address 1401 West Pecan Street  
City, State, Zip Code Pflugerville, TX 78660  
Telephone Number ( 512 ) 594-0270 Fax Number ( )  
Email Address Selina.Tovar@pfisd.net
3. Company's Name Texas Facilities Commission  
Name and Title of Contact Pete Garcia/Facilities & Project Manager  
Project Name Single Stream Pickup, Transportation, and Recycling Services  
Present Address 1711 San Jacinto Blvd  
City, State, Zip Code Austin, TX 78701  
Telephone Number ( 512 ) 463-3566 Fax Number ( )  
Email Address pete.garcia@tfc.state.tx.us



**City of Austin, Texas**

**Section 0800**

**NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION**

**City of Austin, Texas**

**Equal Employment/Fair Housing Office**

To: City of Austin, Texas,

I hereby certify that our firm complies with the Code of the City of Austin, Section 5-4-2 as reiterated below, and agrees:

- (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter, including affirmative action relative to employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training or any other terms, conditions or privileges of employment.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Equal Employment/Fair Housing Office setting forth the provisions of this chapter.
- (4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
- (6) To cooperate fully with City and the Equal Employment/Fair Housing Office in connection with any investigation or conciliation effort of the Equal Employment/Fair Housing Office to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require of all subcontractors having 15 or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with the City subject to the terms of this chapter that they do not engage in any discriminatory employment practice as defined in this chapter

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Non-Discrimination and Non-Retaliation Policy set forth below.

**City of Austin**

**Minimum Standard Non-Discrimination and Non-Retaliation in Employment Policy**

As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.

The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment,



including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

The Contractor agrees to prohibit retaliation, discharge or otherwise discrimination against any employee or applicant for employment who has inquired about, discussed or disclosed their compensation.

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination and non-retaliation employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE THE CITY A COPY OF THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICIES ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION AND NON-RETALIATION POLICIES, AS SET FORTH HEREIN, **OR** THIS NON-DISCRIMINATION AND NON-RETALIATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

**Sanctions:**

Our firm understands that non-compliance with Chapter 5-4 and the City's Non-Retaliation Policy may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4 and the Non-Retaliation Policy.

**Term:**

The Contractor agrees that this Section 0800 Non-Discrimination and Non-Retaliation Certificate of the Contractor's separate conforming policy, which the Contractor has executed and filed with the City, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payment, the Contractor's Non-Discrimination and Non-Retaliation Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this 3rd day of October, 2019

CONTRACTOR

Texas Disposal Systems, Inc.

Authorized Signature



Title

Governmental Account Representative

**Section 0835: Non-Resident Bidder Provisions**

Company Name Texas Disposal Systems, Inc.

- A. Bidder must answer the following questions in accordance with Vernon's Texas Statutes and Codes Annotated Government Code 2252.002, as amended:

Is the Bidder that is making and submitting this Bid a "Resident Bidder" or a "non-resident Bidder"?

Answer: Resident Bidder

- (1) Texas Resident Bidder- A Bidder whose principle place of business is in Texas and includes a Contractor whose ultimate parent company or majority owner has its principal place of business in Texas.  
(2) Nonresident Bidder- A Bidder who is not a Texas Resident Bidder.

- B. If the Bidder is a "Nonresident Bidder" does the state, in which the Nonresident Bidder's principal place of business is located, have a law requiring a Nonresident Bidder of that state to bid a certain amount or percentage under the Bid of a Resident Bidder of that state in order for the nonresident Bidder of that state to be awarded a Contract on such bid in said state?

Answer: N/A Which State: \_\_\_\_\_

- C. If the answer to Question B is "yes", then what amount or percentage must a Texas Resident Bidder bid under the bid price of a Resident Bidder of that state in order to be awarded a Contract on such bid in said state?

Answer: N/A



**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)  
PROCUREMENT PROGRAM  
Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form**

SOLICITATION NUMBER: IFB 1500 SLW1028

SOLICITATION TITLE: RESIDENTIAL DUMPSTER COLLECTION SERVICES

In accordance with the City of Austin's Minority and Women-Owned Business Enterprises (M/WBE) Procurement Program (Program), Chapters 2-9A/B/C/D of the City Code and M/WBE Program Rules, this Solicitation was reviewed by the Small and Minority Business Resources Department (SMBR) to determine if M/WBE Subcontractor/Sub-Consultant ("Subcontractor") Goals could be applied. Due to insufficient subcontracting/subconsultant opportunities and/or insufficient availability of M/WBE certified firms, SMBR has assigned no subcontracting goals for this Solicitation. However, Offerors who choose to use Subcontractors must comply with the City's M/WBE Procurement Program as described below. Additionally, if the Contractor seeks to add Subcontractors after the Contract is awarded, the Program requirements shall apply to any Contract(s) resulting from this Solicitation.

**Instructions:**

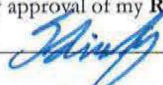
- a.) Offerors who do not intend to use Subcontractors shall check the "NO" box and follow the corresponding instructions.  
b.) Offerors who intend to use Subcontractors shall check the applicable "YES" box and follow the instructions. **Offers that do not include the following required documents shall be deemed non-compliant or nonresponsive as applicable, and the Offeror's submission may not be considered for award.**

☒ **NO, I DO NOT intend to use Subcontractors/Sub-consultants.**

**Instructions:** Offerors that do not intend to use Subcontractors shall complete and sign this form below (Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form) and include it with their sealed Offer.

☐ **YES, I DO intend to use Subcontractors /Sub-consultants.**

**Instructions:** Offerors that do intend to use Subcontractors shall complete and sign this form below (Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form), and follow the additional Instructions in the (Subcontracting/Sub-Consulting ("Subcontractor") Utilization Plan). Contact SMBR if there are any questions about submitting these forms.

Offeror Information			
Company Name	Texas Disposal Systems, Inc.		
City Vendor ID Code	75-1579711		
Physical Address	12200 Carl Road		
City, State Zip	Creedmoor, TX 78610		
Phone Number	512-422-9980	Email Address	squmby@texasdisposal.com
Is the Offeror City of Austin M/WBE certified?	<input checked="" type="checkbox"/> NO <input type="checkbox"/> YES      Indicate one: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> MBE/WBE Joint Venture		
<p><b>Offeror Certification:</b> I understand that even though SMBR did not assign subcontract goals to this Solicitation, I will comply with the City's M/WBE Procurement Program if I intend to include Subcontractors in my Offer. I further agree that this completed <b>Subcontracting/Sub-Consulting Utilization Form</b>, and if applicable my completed <b>Subcontracting/Sub-Consulting Utilization Plan</b>, shall become a part of any Contract I may be awarded as the result of this Solicitation. Further, if I am awarded a Contract and I am not using Subcontractor(s) but later intend to add Subcontractor(s), before the Subcontractor(s) is hired or begins work, I will comply with the City's M/WBE Procurement Program and submit the <b>Request For Change</b> form to add any Subcontractor(s) to the Project Manager or the Contract Manager for prior authorization by the City and perform Good Faith Efforts (GFE), if applicable. I understand that, if a Subcontractor is not listed in my <b>Subcontracting/Sub-Consulting Utilization Plan</b>, it is a violation of the City's M/WBE Procurement Program for me to hire the Subcontractor or allow the Subcontractor to begin work, unless I first obtain City approval of my <b>Request for Change</b> form. I understand that, if a Subcontractor is not listed in my <b>Subcontracting/Sub-Consulting Utilization Plan</b>, it is a violation of the City's M/WBE Procurement Program for me to hire the Subcontractor or allow the Subcontractor to begin work, unless I first obtain City approval of my <b>Request for Change</b> form.</p> <p>Stefanie Quimby/Governmental Account Rep.</p> <div style="display:flex; justify-content:space-between;"><div>Name and Title of Authorized Representative (Print or Type)</div><div>Signature/Date  10/10/19</div></div>			

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)  
PROCUREMENT PROGRAM  
Subcontracting/Sub-Consulting ("Subcontractor") Utilization Plan**

SOLICITATION NUMBER: IFB 1500 SLW1028

SOLICITATION TITLE: RESIDENTIAL DUMPSTER COLLECTION SERVICES

INSTRUCTIONS: Offerors who DO intend to use Subcontractors may utilize M/WBE Subcontractor(s) or perform Good Faith efforts when retaining Non-certified Subcontractor(s). Offerors must determine which type of Subcontractor(s) they are anticipating to use (CERTIFIED OR NON-CERTIFIED), check the box of their applicable decision, and comply with the additional instructions associated with that particular selection.

- ☐ I intend to use City of Austin CERTIFIED M/WBE Subcontractor/Sub-consultant(s).

Instructions: Offerors may use Subcontractor(s) that ARE City of Austin certified M/WBE firms. Offerors shall contact SMBR (512-974-7600 or [SMBRComplianceDocuments@austintexas.gov](mailto:SMBRComplianceDocuments@austintexas.gov)) to confirm if the Offeror's intended Subcontractor(s) are City of Austin certified M/WBE and if these firm(s) are certified to provide the goods and services the Offeror intends to subcontract. If the Offeror's Subcontractor(s) are current valid certified City of Austin M/WBE firms, the Offeror shall insert the name(s) of their Subcontractor(s) into the table below and must include the following documents in their sealed Offer:

- Subcontracting/Sub-Consulting Utilization Form (completed and signed)
- Subcontracting/Sub-Consulting Utilization Plan (completed)

- ☐ I intend to use NON-CERTIFIED Subcontractor/Sub-Consultant(s) after performing Good Faith Efforts.

**Instructions:** Offerors may use Subcontractors that ARE NOT City of Austin certified M/WBE firms ONLY after Offerors have first demonstrated Good Faith Efforts to provide subcontracting opportunities to City of Austin M/WBE firms.

STEP ONE: Contact SMBR for an availability list for the scope(s) of work you wish to subcontract;

STEP TWO: Perform Good Faith Efforts (Check List provided below);

STEP THREE: Offerors shall insert the name(s) of their certified or non-certified Subcontractor(s) into the table below and must include the following documents in their sealed Offer:

- Subcontracting/Sub-Consulting Utilization Form (completed and signed)
- Subcontracting/Sub-Consulting Utilization Plan (completed)
- All required documentation demonstrating the Offeror's performance of Good Faith Efforts (see Check List below)

**GOOD FAITH EFFORTS CHECK LIST –**

When using NON-CERTIFIED Subcontractor/Sub-consultants(s), **ALL** of the following **CHECK BOXES MUST** be completed in order to meet and comply with the Good Faith Effort requirements and all documentation must be included in your sealed Offer. Documentation **CANNOT** be added or changed after submission of the bid.

- ☐ **Contact SMBR.** Offerors shall contact SMBR (512-974-7600 or [SMBRComplianceDocuments@austintexas.gov](mailto:SMBRComplianceDocuments@austintexas.gov)) to obtain a list of City of Austin certified M/WBE firms that are certified to provide the goods and services the Offeror intends to subcontract out. (Availability List). Offerors shall document their contact(s) with SMBR in the "SMBR Contact Information" table on the following page.
- ☐ **Contact M/WBE firms.** Offerors shall contact all of the M/WBE firms on the Availability List with a Significant Local Business Presence which is the Austin Metropolitan Statistical Area, to provide information on the proposed goods and services proposed to be subcontracted and give the Subcontractor the opportunity to respond on their interest to bid on the proposed scope of work. When making the contacts, Offerors shall use at least two (2) of the following communication methods: email, fax, US mail or phone. Offerors shall give the contacted M/WBE firms at least seven days to respond with their interest. Offerors shall document all evidence of their contact(s) including: emails, fax confirmations, proof of mail delivery, and/or phone logs. These documents shall show the date(s) of contact, company contacted, phone number, and contact person.



**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)  
PROCUREMENT PROGRAM  
Subcontracting/Sub-Consulting ("Subcontractor") Utilization Plan**

SOLICITATION NUMBER: IFB 1500 SLW1028

SOLICITATION TITLE: RESIDENTIAL DUMPSTER COLLECTION SERVICES

- ☐ **Follow up with responding M/WBE firms.** Offeror shall follow up with all M/WBE firms that respond to the Offeror's request. Offerors shall provide written evidence of their contact(s): emails, fax confirmations, proof of mail delivery, and/or phone logs. These documents shall show the date(s) of contact, company contacted, phone number, and contact person.
  
- ☐ **Advertise.** Offerors shall place an advertisement of the subcontracting opportunity in a local publication (i.e. newspaper, minority or women organizations, or electronic/social media). Offerors shall include a copy of their advertisement, including the name of the local publication and the date the advertisement was published.
  
- ☐ **Use a Community Organization.** Offerors shall solicit the services of a community organization(s); minority persons/women contractors'/trade group(s); local, state, and federal minority persons/women business assistance office(s); and other organizations to help solicit M/WBE firms. Offerors shall provide written evidence of their Proof of contact(s) include: emails, fax confirmations, proof of mail delivery, and/or phone logs. These documents shall show the date(s) of contact, organization contacted, phone number, email address and contact person.



**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)  
PROCUREMENT PROGRAM  
Subcontracting/Sub-Consulting ("Subcontractor") Utilization Plan**

SOLICITATION NUMBER: IFB 1500 SLW1028

SOLICITATION TITLE: RESIDENTIAL DUMPSTER COLLECTION SERVICES

*(Offerors may duplicate this page to add additional Subcontractors as needed)*

Subcontractor/Sub-consultant	
City of Austin Certified	<input type="checkbox"/> MBE <input type="checkbox"/> WBE Ethnic/Gender Code: <input type="checkbox"/> NON-CERTIFIED
Company Name	
Vendor ID Code	
Contact Person	Phone Number:
Additional Contact Info	Fax Number: E-mail:
Amount of Subcontract	\$
List commodity codes & description of services	
Justification for not utilizing a certified MBE/WBE	

Subcontractor/Sub-consultant	
City of Austin Certified	<input type="checkbox"/> MBE <input type="checkbox"/> WBE Ethnic/Gender Code: <input type="checkbox"/> NON-CERTIFIED
Company Name	
Vendor ID Code	
Contact Person	Phone Number:
Additional Contact Info	Fax Number: E-mail:
Amount of Subcontract	\$
List commodity codes & description of services	
Justification for not utilizing a certified MBE/WBE	

SMBR Contact Information			
SMBR Contact Name	Contact Date	Means of Contact	Reason for Contact
		<input type="checkbox"/> Phone <b>OR</b> <input type="checkbox"/> Email	

**FOR SMALL AND MINORITY BUSINESS RESOURCES DEPARTMENT USE ONLY:**

Having reviewed this plan, I acknowledge that the Offeror ☐ HAS or ☐ HAS NOT complied with these instructions and City Code Chapters 2-9A/B/C/D, as amended.

\_\_\_\_\_  
Reviewing Counselor

\_\_\_\_\_  
Date

I have reviewed the completing the Subcontracting/Sub-Consultant Utilization Plan and ☐ Concur ☐ Do Not Concur with the Reviewing Counselor's recommendation.

\_\_\_\_\_  
Director/Assistant Director or Designee

\_\_\_\_\_  
Date

# CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

## OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

Texas Disposal Systems, Inc.

2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

N/A

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes

☒ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

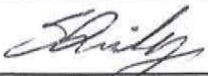
☐ Yes

☒ No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

N/A

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7   
Signature of vendor doing business with the governmental entity

10/3/2019

Date



## **CONFLICT OF INTEREST QUESTIONNAIRE**

### **For vendor doing business with local governmental entity**

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

**Local Government Code § 176.001(1-a):** "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

**Local Government Code § 176.003(a)(2)(A) and (B):**

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

\*\*\*

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;

or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

**Local Government Code § 176.006(a) and (a-1)**

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.



**ADDENDUM  
RESIDENTIAL DUMPSTER COLLECTION SERVICES  
CITY OF AUSTIN, TEXAS**

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**Solicitation: IFB 1500 SLW1028**

**Addendum No: 1**

**Date of Addendum: 9/19/2019**

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This addendum is to incorporate the following changes to the above referenced solicitation:

**I. Questions and Answers:**

**Q1: Could the City provide the exact addresses for service? What is the annual value of the current contract?**

A1: Approximately 1,250 customers are services under the current contract. The City will provide addresses of the locations/customers to the awarded Contractor. Bidders should use Attachment A, Service Area to review possible service locations with quantities listed in the bid sheet to provide costs to service these locations. The spend of the current contract can be located at the link below:

[https://www.austintexas.gov/financeonline/contract\\_catalog/OCCViewMA.cfm?cd=MA&dd=1500&id=NA120000143](https://www.austintexas.gov/financeonline/contract_catalog/OCCViewMA.cfm?cd=MA&dd=1500&id=NA120000143)

**II. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.**

ACKNOWLEDGED BY:

Stefanie Quimby  
Name

  
Authorized Signature

10/3/2019  
Date

**RETURN ONE COPY OF THIS ADDENDUM TO THE PURCHASING OFFICE, CITY OF AUSTIN, WITH YOUR RESPONSE OR PRIOR TO THE SOLICITATION CLOSING DATE. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION.**



**ADDENDUM  
RESIDENTIAL DUMPSTER COLLECTION SERVICES  
CITY OF AUSTIN, TEXAS**

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**Solicitation: IFB 1500 SLW1028      Addendum No: 2      Date of Addendum: 10/4/2019**

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This addendum is to incorporate the following changes to the above referenced solicitation:

**I.      Changes to the solicitation due date as follows:**

- 1)      The bid due date is hereby extended until 2:00 PM Thursday, October 17, 2019.
- 2)      The bid opening date is hereby extended until 3:00 PM Thursday, October 17, 2019.

**II.      ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.**

ACKNOWLEDGED BY:

*Helene Quimby*  
Name

*[Signature]*  
Authorized Signature

10-21-19  
Date

**RETURN ONE COPY OF THIS ADDENDUM TO THE PURCHASING OFFICE, CITY OF AUSTIN, WITH YOUR RESPONSE OR PRIOR TO THE SOLICITATION CLOSING DATE. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION.**





**ADDENDUM  
RESIDENTIAL DUMPSTER COLLECTION SERVICES  
CITY OF AUSTIN, TEXAS**

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**Solicitation: IFB 1500 SLW1028**

**Addendum No: 3**

**Date of Addendum: 10/8/2019**

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This addendum is to incorporate the following changes to the above referenced solicitation:

**I. Clarifications:**

- a. The 0500 Scope of Work has been replaced in its entirety as **VERSION 2** Scope of Work. Section 3.4.2 was added.

**II. Questions and Answers:**

**Q1: Section 3.1.2A mentions that bulk items include railroad ties. How many have been picked up under the current contract? Where do they come from?**

A1: Two railroad ties have been collected this year. Their origin is unknown.

**Q2: Why is there a difference between the quantities on the bid sheet and the current quantities?**

A2: The quantities provided in the bid sheet were estimated based on historical usage and future projected needs. The quantities, size of containers, and frequency of collections are subject to change and are not a guarantee of actual services. The City does not guarantee quantities listed. Actual purchases may vary.

**Q3: Are the 4-yard containers on the bid sheet front loading or side loading?**

A3: Front loading

**Q4: Can you provide the address location for the current contract?**

A4: The current addresses can be found on the first three pages of the contract at the link below.

<http://www.austintexas.gov/edims/document.cfm?id=204664>

**Q5: Is the City anticipating a large change in services? Location of services, quantities, anything affected by the URO?**

A5: The City of Austin does not anticipate a large change in service due to the URO.

**Q6: Any historical information on the quantity and material included in bulky pickups (non-routine) would be helpful. Quantity, number of calls, etc.**

A6: No detailed historical data is available.

**Q7: Is this a replacement contract for the City's existing contract for residential dumpster & bulky collection services (MA-1500-NA120000143)?**

A7: Yes.

**Q8: When does the City anticipate presenting the contract recommendation to the Zero Waste Advisory Commission and City Council?**

A8: This would be anticipated to be scheduled for the November ZWAC meeting and a January Council meeting.

**Q9: What is the annual budget amount allocated towards funding this contract?**

A9: The City anticipates spending roughly \$260,000 annually.

**Q10: What was the basis for City staff to consider and utilize the "Invitation for Bid" solicitation format?**

A10: The City has a well-defined scope of work and wishes to award to the lowest responsive offeror.

**Q11: What monitoring and enforcement initiatives will the City undertake during the term of this contract to ensure only proper refuse/waste materials generated from applicable properties located within the designated contract service area are subject to the contractor's responsibilities?**

A11: ARR conducts weekly field checks in the contracted areas. We also work closely with Austin Code on addressing issues of illegal dumping.

**Q12: Please quantify the volumes of bulky refuse/waste generated by location during the last 12 months.**

A12: No detailed historical data is available.

**Q13: How will this contract be affected should the City modify the manner with which commercial and industrial waste/refuse materials are managed within its jurisdiction during the term of the contract?**

A13: This contract will not be affected by any changes.

**Q14: Will ARR staff brief the Zero Waste Advisory Commission and/or Austin City Council if the contractor changes the designated landfill disposal facility at any time during the term of the contract?**

A14: In the event the Contractor changes its designated landfill disposal facility during the term of the Contract, the Contractor shall follow the requirements listed with the scope of work regarding the Landfill Criteria Matrix. The City may update ZWAC or Council on the changes made. Section 3.4.2 of the scope of work has been added.

**Q15: Is container delivery work subject to the subcontracting utilization plan?**

A15: If the container delivery company is paid by the bidder, it is considered subcontracting.

II. **Additional Information:** The pre-bid sign-in sheet is attached.

III. **ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.**

ACKNOWLEDGED BY:

  
Name

  
Authorized Signature

10.21.19  
Date

**RETURN ONE COPY OF THIS ADDENDUM TO THE PURCHASING OFFICE, CITY OF AUSTIN, WITH YOUR RESPONSE OR PRIOR TO THE SOLICITATION CLOSING DATE. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION.**



**ADDENDUM  
RESIDENTIAL DUMPSTER COLLECTION SERVICES  
CITY OF AUSTIN, TEXAS**

**Solicitation: IFB 1500 SLW1028**

**Addendum No: 4**

**Date of Addendum: 10/16/2019**

This addendum is to incorporate the following changes to the above referenced solicitation:

- I. Clarifications: Responses to two of the questions in Addendum 3 are corrected below:**
- a. Question 3: Are the 4-yard containers on the bid sheet front loading or side loading?  
**Corrected response: The City requires both front loading and side loading 4-yard containers.**
  - b. Question 11: What monitoring and enforcement initiatives will the City undertake during the term of this contract to ensure only proper refuse/waste materials generated from applicable properties located within the designated contract service area are subject to the contractor's responsibilities?  
**Corrected response: ARR conducts field checks in the contracted areas. They also work closely with Austin Code and APD on addressing issues of illegal dumping.**
- II. Changes to the solicitation due date as follows:**
- a. The bid due date is hereby extended until 2:00 PM Tuesday, October 22, 2019.
  - b. The bid opening date is hereby extended until 3:00 PM Tuesday, October 22, 2019.
- III. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.**

ACKNOWLEDGED BY:

*Heather M. By*  
Name

*Shirley*  
Authorized Signature

10.21.19  
Date

**RETURN ONE COPY OF THIS ADDENDUM TO THE PURCHASING OFFICE, CITY OF AUSTIN, WITH YOUR RESPONSE OR PRIOR TO THE SOLICITATION CLOSING DATE. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION.**



## GOAL DETERMINATION REQUEST FORM

<b>Buyer Name/Phone</b>	Sandy Wirtanen	<b>PM Name/Phone</b>	N/A
<b>Sponsor/User Dept.</b>	1500 - ARR	<b>Sponsor Name/Phone</b>	Sydney Richardson 512-974-1899
<b>Solicitation No</b>	IFB 1500 SLW1028	<b>Project Name</b>	Residential Dumpster Collection Services
<b>Contract Amount</b>	\$400K/year for 5 years	<b>Ad Date (if applicable)</b>	9/9/2019
<b>Procurement Type</b>			
<input type="checkbox"/> AD – CSP <input type="checkbox"/> AD – Design Build Op Maint <input type="checkbox"/> IFB – IDIQ <input checked="" type="checkbox"/> Nonprofessional Services <input type="checkbox"/> Critical Business Need <input type="checkbox"/> Sole Source* <input type="checkbox"/> AD – CM@R <input type="checkbox"/> AD – JOC <input type="checkbox"/> PS – Project Specific <input type="checkbox"/> Commodities/Goods <input type="checkbox"/> Interlocal Agreement <input type="checkbox"/> AD – Design Build <input type="checkbox"/> IFB – Construction <input type="checkbox"/> PS – Rotation List <input type="checkbox"/> Cooperative Agreement <input type="checkbox"/> Ratification			
<b>Provide Project Description**</b>			
The City seeks Contractors qualified and experienced in the collection, transporting, maintenance, and clean-up of refuse materials generated by residential multi-unit customers located within specific metropolitan areas of the City.			
<b>Project History: Was a solicitation previously issued; if so were goals established? Were subcontractors/subconsultants utilized? Include prior Solicitation No.</b>			
Previous solicitation was IFBBV SDC0174 that was solicited with no goals. The Contractor has not subcontracted.			
<b>List the scopes of work (commodity codes) for this project. (Attach commodity breakdown by percentage; eCAPRIS printout acceptable)</b>			
96270 - Recycling Services (including collection) - 100%			
Sandy Wirtanen		8/20/2019	
<b>Buyer Confirmation</b>		<b>Date</b>	

\* Sole Source must include Certificate of Exemption

\*\*Project Description not required for Sole Source

<b>FOR SMBR USE ONLY</b>			
<b>Date Received</b>	8/20/2019	<b>Date Assigned to BDC</b>	8/20/2019
<b>In accordance with Chapter 2-9(A-D)-19 of the Austin City Code, SMBR makes the following determination:</b>			
<input type="checkbox"/> Goals	% MBE	% WBE	
<input type="checkbox"/> Subgoals	% African American	% Hispanic	
	% Asian/Native American	% WBE	
<input type="checkbox"/> Exempt from MBE/WBE Procurement Program		<input checked="" type="checkbox"/> No Goals	

## GOAL DETERMINATION REQUEST FORM

**This determination is based upon the following:**

- |  |   |
|--|---|
| <input type="checkbox"/> Insufficient availability of M/WBEs       | <input type="checkbox"/> No availability of M/WBEs                  |
| <input type="checkbox"/> Insufficient subcontracting opportunities | <input checked="" type="checkbox"/> No subcontracting opportunities |
| <input type="checkbox"/> Sufficient availability of M/WBEs         | <input type="checkbox"/> Sufficient subcontracting opportunities    |
| <input type="checkbox"/> Sole Source                               | <input type="checkbox"/> Other                                      |

*If Other was selected, provide reasoning:*

### MBE/WBE/DBE Availability

*THERE IS one MBE Available to bid as prime*

### Subcontracting Opportunities Identified

*THERE Are no subcontracting opportunities identified.*

Rachelle Delouis

**SMBR Staff**

**Signature/ Date**

**SMBR Director or Designee**

**Date**

**Returned to/ Date:**